

ANNE ARUNDEL COUNTY, MARYLAND

# UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

H ERLE SCHAFFER  
CLERK OF THE CIRCUIT COURT

CAMERA: SHIRLEY GRIZZEL

**LIBER**

**534**



500 5340

01

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275151

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1479.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 10-27-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RENANDO V. STURGES

Address 7024A CHRISTIAN LOOP FT MEADE, MD 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address 7104-A B FARMERS MARKET RD GAITHERSBURG, MD

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 12-31-90

4. This financing statement covers the following types (or items) of property: (list)

Camera 35mm  
Stereo Equip  
25" TV  
VCR

Name and address of Assignee

RECORD FEE 11.00  
POSTAGE .50  
RECORD TAX 10.50  
#232770 C040 R04 T11:46  
10/31/88

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Renando V. Sturges  
(Signature of Debtor)

RENANDO V. STURGES  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mary V. Bryant  
(Signature of Secured Party)

MARY V. BRYANT

Type or Print Above Signature on Above Line

11-1050 SD

5340

02

STATE OF MARYLAND

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 275135

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1000.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 10/31/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name RITA A. CASTLE

Address 216 BERTHMAN CR. GLEN BURNIE, MD. 21061

## 2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 400

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

TV  
TYPEWRITER  
Living room Set + Tables

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)RECORD FEE 11.00  
B 14.00☐ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)POSTAGE .50  
#232750 C040 R04 111:49  
10/31/88Rita A. Castle  
(Signature of Debtor)

RITA CASTLE

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan CSR  
(Signature of Secured Party)

GINA JORDAN C.S.R.

Type or Print Above Signature on Above Line

IF 14 50

534

03

STATE OF MARYLAND

275156

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2752.80

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 09-28-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name CHRISTINE N. PALMER

Address 1808 RICHFIELD DR. SEVERN, MD. 21144

## 2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAINHOUSEHOLD GOODSS AND OTHER CONSUMER PERSONAL PROEPSTY  
MULTI-GYM, RINGS, STEREO, 27" STEREO TV, SHARP VCR

RECORD FEE 11.00  
RECORD TAX 21.00  
POSTAGE .50  
#232800 C040 R04 T11749  
10/31/88

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Christine N. Palmer  
(Signature of Debtor)

CHRISTINE N. PALMER  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan  
(Signature of Secured Party)

GINA JORDAN C.S.P.  
Type or Print Above Signature on Above Line

11- 21-50

5340 04

STATE OF MARYLAND

275157

FINANCING STATEMENT FORM UCC-1

Identifying File No. 14392

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3262.57

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 9-02-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EDMUND & TONI LEMIRE  
Address 774 SONNE DR. ANNAPOLIS, MD. 21401

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES  
Address P.O. BOX 997  
GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

FUR COAT  
JEWELRY

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)

Edmund C. Lemire  
(Signature of Debtor)

EDMUND C. LEMIRE  
Type or Print Above Name on Above Line

Toni Lemire  
(Signature of Debtor)

TONI LEMIRE  
Type or Print Above Signature on Above Line

Gina Jordan  
(Signature of Secured Party)

GINA JORDAN C.S.P.  
Type or Print Above Signature on Above Line

RECORDED  
RECORD TAX

POSTAGE

#232010 C040 R04 T11:50

10/31/08

12.00  
24.50  
37.00

5340

05

STATE OF MARYLAND

275158

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1961.82

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 09-27-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOSEPH G WOODRING AND MONTRELIA BROWN

Address 8037 GREENLEAF TERR #33 GLENBURNIE, MD 21061

2. SECURED PARTY

Name AVLO FINANCIAL SERVICES

Address PO BOX 997 GLENBURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD & GOODS AND TOEHR CONSUMER PERSONAL PROPERTY

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 12.00  
RECORD TAX 14.00  
POSTAGE .50  
#232820 COMD R04 T11:51  
10/31/88

☐ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)

Joseph G Woodring  
(Signature of Debtor)

JOSEPH WOODRING  
Type or Print Above Name on Above Line

Montrelia R Brown  
(Signature of Debtor)

MONTRELIA BROWN  
Type or Print Above Signature on Above Line

Monica D Zenittini  
(Signature of Secured Party)

MONICA D ZENITTINI CSR  
Type or Print Above Signature on Above Line

12- 14.50



5340

06

STATE OF MARYLAND

275153

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 00-20-00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 1000.40 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name RODNEY HENDRICKS

Address FT MEADE SAT COM DET FT MEADE, MD. 20755

## 2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are and are to be affixed to: (describe real estate)

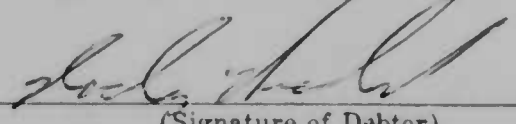
RECORD FEE 11.00

RECORD TAX 14.00

POSTAGE .50

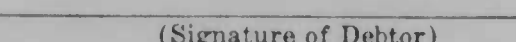
#232830 C040 R04 T11:53

10/31/88

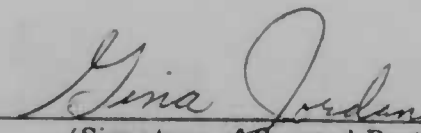
☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)  
(Signature of Debtor)

RODNEY HENDRICKS

Type or Print Above Name on Above Line

  
(Signature of Debtor)

Type or Print Above Signature on Above Line

  
(Signature of Secured Party)

GINA JORDAN C.S.P.

Type or Print Above Signature on Above Line

15

14

.50



5340

07

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275160

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 4322.10

If this statement is to be recorded in land records check here. ☐

This financing statement Dated SEPT 23, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOY AND RUSSELL ELLISON  
Address 755 ROSEWOOD RD SEVERN, MD 21144

2. SECURED PARTY

Name AVCO  
Address 10 BYD 007 GLEN BURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_  
4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN AND HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☐ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)

RECORD FEE 12.00  
RECORD TAX 31.50  
POSTAGE .50  
#232040 C040 R04 T11:54  
10/31/88

Joy Ellison  
(Signature of Debtor)

JOY ELLISON  
Type or Print Above Name on Above Line  
Russell Ellison  
(Signature of Debtor)

RUSSELL ELLISON  
Type or Print Above Signature on Above Line

Monica D. Genittini  
(Signature of Secured Party)

MONICA D. GENITTINI, CSR  
Type or Print Above Signature on Above Line

12- 3150.50

5349 08

STATE OF MARYLAND

275161

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 14489

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2415.51

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 10-06-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name ROBERT C. & SHARON L. MORGAN  
Address 8405 NORWOOD RD. MILLERSVILLE, MD. 21108

## 2. SECURED PARTY

Name AVCO FINANCIAL SERVICES  
Address P.O. BOX 997  
GLEN BURNIE, MD. 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

ANTIQUES  
PHOTO EQUIP  
SPORTS EQUIPTV (3)  
VCR

MISC. TOOLS

WORKSHOP EQUIP

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 12.00

RECORD TAX 24.50

POSTAGE .50

#232830 C040 R04 T11:55

10/31/88

☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)Robert C. Morgan  
(Signature of Debtor)

ROBERT C. MORGAN

Type or Print Above Name on Above Line

Sharon L. Morgan  
(Signature of Debtor)

SHARON L. MORGAN

Type or Print Above Signature on Above Line

Gina Jordan  
(Signature of Secured Party)

GINA JORDAN C.S.P.

Type or Print Above Signature on Above Line

12-

24.50

50

FD-00049 00

STATE OF MARYLAND

275162

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$2678.47

If this statement is to be recorded in land records check here. ☐

This financing statement Dated SEPT 30, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MIKE AND SHARON MORGAN

Address 921 LANGLEY RD GLEN BURNIE, MD 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address PO BOX 997 GLEN BURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

RECORD FEE 12.00

RECORD TAX 21.00

POSTAGE .50

#232060 0040 R04 T11:55

10/31/88

1

Mike S Morgan

(Signature of Debtor)

MIKE MORGAN

Type or Print Above Name on Above Line

Sharon Morgan

(Signature of Debtor)

SHARON MORGAN

Type or Print Above Signature on Above Line

Monica D Zenittini

(Signature of Secured Party)

MONICA D ZENITTINI CSR

Type or Print Above Signature on Above Line

12-

21-

50

Statement of Continuation, Termination,  
Assignment, Amendment or Release Under  
Uniform Commercial Code

5349 10  
This Statement is presented to a Filing Officer for filing pursuant to Uniform Commercial Code. This Statement refers to  
original Financial Statement, Identifying File Number 269452 recorded  
in Liber 517, Folio 156 on September 1, 1987 (date)

1. DEBTOR(S):

Name(s): Alma L. Goode T/A Small World Consignment Shop

Address(es): 409 Holly Drive  
Annapolis, Md. 21401

2. SECURED PARTY:

Name: First Annapolis Savings Bank successor to First Federal S & L Assoc. of Annapolis

Address: 1832 George Avenue  
Annapolis, Md. 21401

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

3. ( ) CONTINUATION. The original Financing Statement referred to above is still effective.
4. ~~XXXX~~ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ( ) ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6. ( ) AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below.  
(Signature of Debtor is required.)
7. ( ) RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

RECORD FEE 10.00  
POSTAGE .50  
#233070 C040 R04 T14:11  
10/31/88  
CK

9. DEBTOR:

SECURED PARTY:

First Federal Savings and Loan Association of Annapolis

By Linda Armstrong

Linda Armstrong, Asst. V.P., Loan Servicing  
(Type Name and Title)

TBB/09-28-88  
5907Q

275163

To be recorded	Not subject to recordation
(1) in the Land Records	tax
of Anne Arundel County;	
(2) in the Financing Statement	Principal amount is
Records of Anne Arundel	\$270,000.00
County; and	
(3) in the State Department	
of Assessments and Taxation.	

The appropriate amount of documentary stamps are affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

SECURITY AGREEMENT AND FINANCING STATEMENT

1. Debtor:	Mailing Address of Debtor:
MARK A. MYERS	1318 St. Joseph Court, Crownsville, Maryland 21032
E. SCOTT BUNDY	8 Winged Cove Road Littleton, Massachusetts 01460
2. Secured Party:	Address of Secured Party:
STERLING BANK & TRUST CO., a bank and trust company organized and existing under the law of Maryland,	Suite 201 111 East Water Street Baltimore, Maryland 21202

3. In consideration of the premises and the sum of One Dollar, the receipt and adequacy of which is hereby acknowledged, Debtor does hereby create and grant to the Secured Party a security interest under the provisions of Title 9 of the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended), in all of the collateral hereinafter mentioned.

RECORD FEE 14.00

4. This Security Agreement and Financing Statement covers all of the Debtor's right, title and interest in and to

POSTAGE .50

4.1. All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is described in Exhibit A hereto and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains,

CK

#233040 CO40 R04 T14/01  
10/31/00

2

14.00  
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TBB/09-28-88  
5907Q

fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land. Some or all of the aforesaid items are or are to become fixtures upon the aforementioned land.

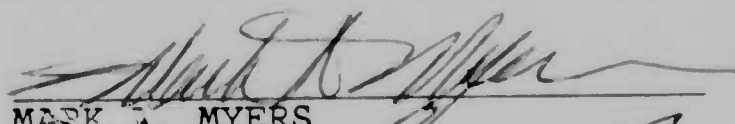
4.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

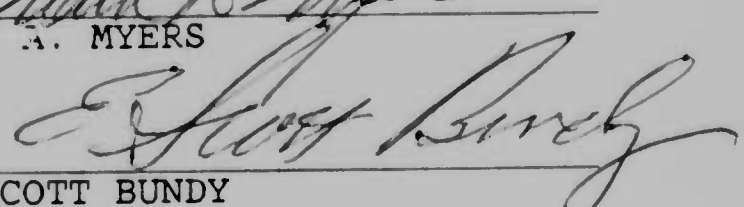
5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in Anne Arundel County, Maryland which is more particularly described in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$270,000.00. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such Deed of Trust Note, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

Debtor:

  
MARK A. MYERS

  
E. SCOTT BUNDY

Date: October 28, 1988

To the Filing Officer: After this Statement has been recorded, please mail the same to: Thomas B. Burnside, Esquire, Frank, Bernstein, Conaway & Goldman, Suite 700, American City Building, 10227 Wincopin Circle, Columbia, Maryland 21044.



TBB/09-28-88  
5907Q

534 13

FINANCING STATEMENT

by

MARK A. MYERSS and E. SCOTT BUNDY, Debtors

and

STERLING BANK & TRUST CO., Secured Party

EXHIBIT A

Description of land

All that lot of ground situate in the Sixth Assessment District, Anne Arundel County, City of Annapolis, State of Maryland, and described as follows, that is to say:

BEING KNOWN AND DESIGNATED as Lot 107 as shown on a Plat dated May, 1984, as prepared by Edward Hall, III & Associates, Registered Land Surveyors and recorded among the Land Records of Anne Arundel County in Liber 3737, folio 391.

BEING the same lands conveyed from Lighthouse Joint Venture, a Maryland Joint Venture, to Mark A. Myers and E. Scott Bundy by deed dated April 30, 1986, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 4069, folios 697, et seq.

Mail to

Thomas B. Bunside

5349

14

275161

To be Recorded In \_\_\_\_\_  
Financing Records of Anne \_\_\_\_\_  
Arundel County \_\_\_\_\_

Not Subject to  
Recordation Tax

The appropriate amount of documentary stamps are affixed to a certain Deed of Trust or Deeds of Trust recorded or to be recorded among the Land Records of Carroll County and given as security for the same indebtedness. Documentary stamps in the amount of \$6,864.00 have been paid on an indebtedness of \$1,040,000.00.

FINANCING STATEMENT

This Financing Statement dated October 21, 1988, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

- |    |  |   |
|----|--|---|
| 1. | Debtor:  | Address:  |
|    | Powers Construction Company,<br>a Maryland Corporation | 7779 New York Lane<br>Glen Burnie, Maryland<br>21061                                |
| 2. | Secured Party:   |   |
|    | Eastern Savings Bank, fsb                              | Executive Plaza 2<br>11350 McCormick Road, Suite 300<br>Hunt Valley, Maryland 21031 |

2150

RECORD FEE 21.00  
POSTAGE .50  
#233260 0040 R04 T15:24  
10/31/88  
d

3. This Financing Statement Covers:

(a) All leases and rents, income and profits due and becoming due, including, without limitation, all cash, security deposits, advance deposits, advance rentals and deposits or payments of a similar nature, from the hereinafter described real property.

(b) All tangible personal property now owned or leased by Debtor or hereafter acquired and now or at any time hereafter located on or at the hereinafter described real property or any part thereof, or used in connection therewith, whether now owned or hereafter acquired, including, but not limited to: all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice

boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers, and other lighting fixtures and office maintenance and other supplies, and any and all renewals and replacements thereof and any substitutions for, or additions to, the same.

(c) The interest of Debtor in any and all (i) proceeds of insurance now or hereafter in effect with respect to the hereinafter described real property or any other property described in the Deed of Trust (hereinafter defined), and (ii) awards with respect to the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the hereinafter described real property or any other property described in the Deed of Trust, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

(d) The interest of Debtor in all plats, drawings, permits, engineering studies, contracts, agreements, licenses, approvals or other intangibles relating to the property described in Paragraph 6 hereof.

4. Proceeds of collateral are covered hereunder.
5. The aforesaid items are included as security under a certain Deed of Trust, Assignment of Rents and Security Agreement from Debtor to the Trustees for the Secured Party and recorded or intended to be recorded among the Land Records of Carroll County, Maryland, securing a Promissory Note from Debtor to Eastern Savings Bank, fsb.
6. The real estate consists of a certain parcel of land and the improvements thereon located in Carroll County, Maryland, all as more particularly described in Exhibit A attached hereto.

Debtor:

POWERS CONSTRUCTION COMPANY,  
a Maryland corporation

By: Jeffrey B. Powers (SEAL)  
Jeffrey B. Powers,  
Vice-President

To The Filing Officer: After this statement has been recorded, please mail the same to Richard C. Zeskind, Esquire, First Eastern Title Corporation, Executive Plaza 2, 11350 McCormick Road, Suite 300, Hunt Valley, Maryland 21031.

## EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lots Nos. 27 through 42, Block B, as shown on Plat entitled "Second Amended Plat of Section One and First Amended Plat of Section Two, GREEN MEADOWS," which plat is recorded among the Land Records of Carroll County, Maryland in Plat Book No. 28, folio 137.

BEING all those lots of ground conveyed to Powers Construction Company by Lowal Corporation by Deed dated October 21, 1988, and recorded or intended to be recorded immediately prior hereto.



## STATE OF MARYLAND

CHATTEL RECORDS OF ANNE ARUNDEL COUNTY

RECEIVED

OCT 13 1988

## UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272048

RECORDED IN LIBER 524 FOLIO 258 ON March 7, 1988 (DATE)

## 1. DEBTOR

Name Gold Seal Building & Supply Company, Inc. d/b/a /Swimming Pool and Spa Discounters  
Address 414 S. Crain Hwy. Glen Burnie, Maryland 21061

## 2. SECURED PARTY

Name Borg-Warner Acceptance Corporation  
Address 1676 Viewpond S.E. P.O. BOX 88065 Kentwood, MI 49518

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒  
(Indicate whether amendment, termination, etc.)

amendment

Please amend debtor address to include locations at  
550 N. Crain Highway, units 12 & 13, Glen Burnie MD 21061

Please amend secured party address to: P.O. Box 8268  
Kentwood, MI 49518

Also note the name of Borg-Warner Acceptance Corporation  
has been changed to Transamerica Commercial Finance  
Corporation.

(Signature of Debtor)

Dated October 5, 1988

"Not subject to Recordation Tax"

(Signature of Secured Party)

A.D. Blackport, Branch Manager  
Type or Print Above Name on Above Line

RECORD FEE CK 10.00  
POSTAGE .50  
#233570 C040 R04 T10:45  
11/01/88

5342

20

## STATE OF MARYLAND

275166

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 100,000.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated October 17, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Paul A. GaugAddress 1478A St. Stephens Church Road, Crownsville, MD 21032

## 2. SECURED PARTY

Name Farmers National Bank of MarylandAddress 5 Church CircleAnnapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) October 1993

4. This financing statement covers the following types (or items) of property: (list)

1 Used 1986 TD7-E Diesel Crawler Tractor, Serial No. 10540 and all equipment now owned or hereafter acquired by Borrower and all proceeds (cash and non-cash) of such equipment.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Paul A. Gaug  
(Signature of Debtor)

Paul A. Gaug  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Frank T. Lowman, III  
(Signature of Secured Party)

(Signature of Secured Party)

Frank T. Lowman, III, Senior Vice Pres.  
Type or Print Above Signature on Above Line

RECORD FEE 11.00

NOTES TAX 700.00

POSTAGE .50

H400510 C345 R01 711:19

11/01/88

d

TBB/10-23-88  
6166Q

275167

5340

21

F/S

To be recorded  
(1) in the Land Records  
of Anne Arundel County;  
(2) in the Financing Statement  
Records of Anne Arundel  
County;  
(3) with the State Department of  
Assessments and Taxation

Not subject to recordation  
tax  
Principal amount is  
\$155,000.00

The appropriate amount of documentary stamps are affixed to  
a Deed of Trust and Security Agreement recorded or to be  
recorded among the Land Records of Anne Arundel County,  
Maryland, and given as security for the same loan.

FINANCING STATEMENT

1. Debtors: Mailing Addresses of Debtors:

(a) BORGESE, INC., a cor-  
poration organized and  
existing under the law  
Maryland

Number 3  
1610 Annapolis Road  
Odenton, Maryland 21113

(b) MICHAEL ALAN BORGESE

500 Mayo Road  
Edgewater, Maryland 21037

2. Secured Party:

Address of Secured Party:

STERLING BANK & TRUST CO.,  
a banking corporation  
organized and existing  
under the law of Maryland,

111 Water Street  
Baltimore, Maryland 21202

RECORD FEE  
POSTAGE

25.00  
.50

3. This Financing Statement covers all of the right, title  
and interest of any of the Debtors in and to

#317240 0055 402 T13:13  
11/01/88

3.1. All chattels, furniture, fixtures, building  
materials, fittings, furnishings, appliances, apparatus,  
equipment, machinery and all articles of personal property  
of every kind and nature whatsoever now or hereafter locat-  
ed in or upon any interest or estate in the land which is  
described in Exhibit A hereto or any part thereof and used  
or usable in connection with any present or future opera-  
tion of such land and now owned or hereafter acquired by  
the Debtor, including, by way of example rather than of  
limitation, all trade and other equipment, appliances and  
fixtures, all heating, lighting, laundry, clothes washing,

25.00  
.50

21

clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land.

3.2. All earnings, revenues, rents, issues, profits, security deposits, proceeds of insurance and other income of and from the said land and other collateral, and all present and future accounts, contract rights, permits, licenses (including without limitation liquor licenses), general intangibles, chattel paper, documents, warranty rights and instruments of the Debtors.

4. The aforesaid items are included as security in a Deed of Trust and Security Agreement of even date herewith given by the Debtors to Arthur L. Silbur and Patricia A. Jenkins, trustees for the Secured Party, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a debt owed by the Debtors to the Secured Party.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in the said County which is more particularly described in the said Deed of Trust and Security Agreement and in Exhibit A hereto.

7. This Financing Statement is being given by the Debtors to the Secured Party as security for the Debtors' Deed of Trust Note of even date herewith, evidencing the Debtors' debt to the Secured Party in the principal sum of \$155,000.00. The Debtors and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such

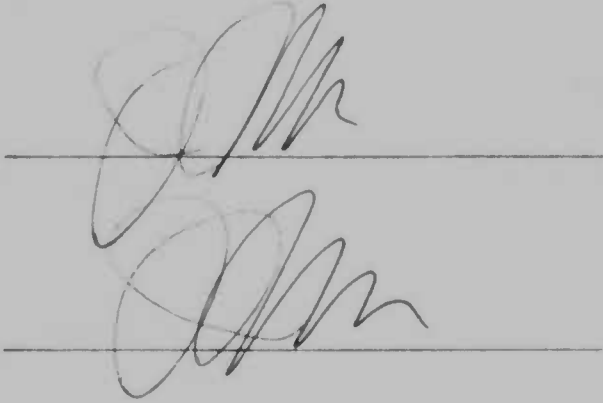
TBB/10-23-88  
6166Q

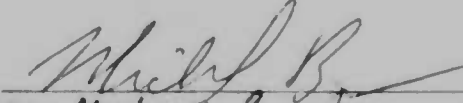
5340 23

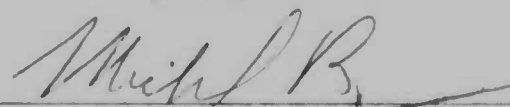
debt and the Debtors' performance of its obligations under the provisions of such Deed of Trust Note, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

WITNESS or ATTEST:

BORGESE, INC., a corporation  
organized and existing under  
the law of Maryland,



By:  (SEAL)  
Name: Michael Borge  
Title: President

 (SEAL)  
MICHAEL ALAN BORGESE

THE DEBTORS

Date: October 26, 1988

[After filing, please return to Thomas B. Burnside,  
Esquire, Frank, Bernstein, Conaway & Goldman, Suite 700,  
American City Building, Columbia, Maryland 21044.]



TBB/10-23-88  
6166Q

5340

24

FINANCING STATEMENT

by

BORBESE, INC. and MICHAEL ALAN BORGESE, Debtors

as security for

STERLING BANK & TRUST CO., Secured Party

EXHIBIT A

Description of land



## EXHIBIT A

## PARCEL I

Beginning for the same at a concrete monument found, said monument being at the same beginning point as described in the conveyance from John Milton Sinsheimer to Thomas E. Collison and Etta May Collison, his wife, by deed dated March 5, 1937 and recorded among the Land Records of Anne Arundel County, Maryland in FAM 160, page 287;

THENCE running from said beginning point so fixed and running with part of the first line of the above mentioned conveyance with bearings referred to magnetic north of 1946 and as described in the conveyance from Thoms Edward Collison and Etta May Collison, his wife, to Thomas Edward Collison, Jr., and Eleanor J. Collison, his wife, by deed dated August 31, 1947 and recorded among the said Land Records in JHH 380, page 288, South 45 degrees, 20 minutes East 165.73 feet to a pipe found at the end of the North 58 degrees 37 minutes 30 seconds east 180.55 foot line of the conveyance from John R. Collison and Thomas E. Collison, Jr., personal representatives of the Estate of Etta May Collison to Thomas E. Collison, Jr., and Eleanor J. Collison, his wife, by deed dated May 13, 1975 and recorded among said Land Records in Liber 2754, page 773;

THENCE running with said last mentioned line reversely South 58 degrees 37 minutes 30 seconds West 180.55 feet to a pipe found at the beginning of said line;

THENCE still with the said outlines of said last mentioned conveyance South 21 degrees 57 minutes East 214.21 feet to a pipe found on the Northeast side of Mayo Road, Maryland Route #214;

THENCE running with the northeast side of Mayo Road and with the arc of a curve to the right which has a radius of 1273 feet and a chord of North 44 degrees 33 minutes West 284.94 feet for an arc distance of 285.50 feet to a pipe found;

THENCE leaving Mayo Road and running with the last line of the above mentioned conveyance from Sinsheimer to Collison, in FAM 160, page 287, and as now surveyed North 37 degrees 07 minutes 40 seconds East 258.59 feet to the Place of Beginning;

CONTAINING .92 ACRES AND AS SURVEYED BY J.R. MCCRONE, JR., INC., PROFESSIONAL ENGINEERS AND LAND SURVEYORS;

Being the same property which was conveyed by John R. Collison to Adeline G. Mangano, by Deed dated April 29, 1977 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2954, folio 253.

## PARCEL II

BEGINNING for the same at an iron pipe found at the same beginning point as in the conveyance from Thomas Edward Collison and Etta May Collison, his wife, to Thomas Edward Collison, Jr., and Eleanor J. Collison, his wife, by deed dated August 31, 1946 and recorded among the Land Records of Anne Arundel County, Maryland in Liber JHH 380, page 288; said point

being further located in the first line of the conveyance from John Milton Sinsheimer, single, to Thomas E. Collison and Etta May Collison, his wife, by deed dated March 5, 1937, and recorded among the said Land Records in Liber FAM 160, page 287; said point being still further located South 45 degrees, 20 minutes East 185.73 feet from a concrete monument found at the beginning of the said first line of the conveyance recorded in Liber FAM 160, page 287;

THENCE running from said beginning point so fixed and running through the second mentioned conveyance (recorded in Liber FAM 160, page 287), and running with the North 17 degrees 37 minutes East 245.00 foot line and the North 17 degrees 37 minutes East 133.25 foot line of the above mentioned conveyance recorded in Liber JHH 380, page 288, reversely, as now found South 17 degrees 35 minutes West 292.29 feet to an iron pipe found on the North side of Maryland Route 214 and at the beginning of the said North 17 degrees 37 minutes East 113.25 foot line of the conveyance recorded in Liber JHH 380, page 288;

THENCE leaving the above mentioned conveyance recorded in Liber JHH 380, page 288, and continuing through the above mentioned conveyance recorded in Liber FAM 160, page 287, and leaving said Maryland Route 214, North 21 degrees 57 minutes West 214.21 feet to an iron pipe set, and North 58 degrees 37 minutes 20 seconds East 180.55 feet to an iron pipe set in the above mentioned first line of the said conveyance recorded in Liber FAM 160, page 287;

THENCE with part of said line and with bearings corrected from magnetic differences, South 45 degrees 20 minutes East 20.0 feet to the place of beginning.

CONTAINING .50 ACRES, MORE OR LESS, AS SURVEYED BY J.R. MCCRONE, JR., INC., PROFESSIONAL ENGINEERS AND LAND SURVEYORS, IN MARCH, 1975.

Being the same property which was conveyed from Thomas E. Collison, Jr., and Eleanor J. Collison, his wife, to Adeline G. Mangano, by Deed dated April 29, 1977 and recorded in the Land Records of Anne Arundel County, Maryland in Liber 3012, folio 190 and as further described in a confirmatory deed dated 15 March, 1978 and recorded in the Land Records of Anne Arundel County, Maryland in Liber 3073, folio 791.

Subject to a right of way reserved unto certain prior grantors, their heirs, personal representatives and assigns as set forth in the aforementioned confirmatory deed dated 15 March 1978, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3073, folio 791, as further described in a plat of said right of way recorded at Liber 3606, folio 401.

BEING ALL THAT SAME PROPERTY WHICH BY DEED DATED JUNE 9, 1983, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND IN LIBER 3606, FOLIO 397 WAS GRANTED AND CONVEYED TO THE WITHIN NAMED GRANTOR.

RETURN TO:

Mid-Maryland Title Co., Inc.  
79 West Street  
Annapolis, MD 21401

5349 27

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

275168  
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 10,000 -

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 8/9/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Pleasant Plains Turf Farm, Inc.

Address 1839 Pleasant Plains Rd., Annapolis, MD 21401

2. SECURED PARTY

Name Farmers National Bank of Maryland

Address 5 Church Circle

Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One Jacobsen F10 Tractor with 7 Gang Blitzter Mowers, S/N 7024820797

RECORD FEE 11.00

RECORD TAX 70.00

POSTAGE .50

4400320 6345 R01 T11420

11/01/88

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Pleasant Plains Turf Farm, Inc.  
Millard B. Horton, Jr. President  
(Signature of Debtor)

MILLARD B. HORTON, JR. PRESIDENT  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

James J. Lecky SVP  
(Signature of Secured Party)

FARMERS NAT'L BANK OF MD.  
Type or Print Above Signature on Above Line

275169

534 28

☐ TO BE☒ NOT TO BERECORDED IN  
LAND RECORDS☐ SUBJECT TO☒ NOT SUBJECT TORECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$40,000.00

## FINANCING STATEMENT

1. Debtor(s):
- Borgese, Inc.  
Name or Names—Print or Type  
500 Mayo Road, Edgewater, Anne Arundel County, Maryland  
Address—Street No., City - County State Zip Code 21037
- Michael Alan Borgese  
Name or Names—Print or Type  
Number 3, 1610 Annapolis Road, Odenton, Maryland 21113  
Address—Street No., City - County State Zip Code
2. Secured Party:
- Sterling Bank & Trust Co.  
Name or Names—Print or Type  
111 Water Street, Baltimore, Maryland 21202  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Inventory

4. If above described personal property is to be affixed to real property, describe real property.

N/A

RECORD FEE 12.00  
POSTAGE .50  
#317250 D055 R02 T13:13  
11/01/89

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☒ are ☐ are not covered.

Debtor(s):

12.50

Michael Borgese  
(Signature of Debtor)  
Michael Borgese  
Type or Print  
Michael Borgese  
(Signature of Debtor)  
Michael Borgese, President  
Type or Print

TO THE FILING OFFICER: After this statement has been recorded please mail the name to:

Name and Address Thomas B. Burnside, Esquire  
Luna Bros. Form F-1 Frank, Bernstein, Conaway & Goldman  
Suite 700, American City Building  
10227 Wincopin Circle  
Columbia, Maryland 21044

RETURN TO:

Mid-Maryland Title Co., Inc.  
79 West Street  
Annapolis, MD 21401





541 B Baltimore Annapolis Blvd.  
Olde Severna Park Village Ctr.  
Severna Park, MD 21146  
Commercial Investments Division

(301) 544-5656  
D.C. 858-5329

5342 29

INVENTORY LIST FOR  
7 DAY LIQUORS  
MAYO, MARYLAND

- 1 - Anthony walk in refrigerator box 20x20
- 7 - Beverage shelf's
- 1 - Powers dual sliding glass door 6 foot high refrigerator box  
free standing. serial #65 524
- 1 - Casio 210ER6M cash register
- 3 - Cigarette holder cases
- 1 - 12' counter
- 1 - 3 sink washing stand
- 1 - 3' high 2 door wooden cabinet
- 1 - McCray 3 door refrigerator
- 1 - Marketeer 1 door refrigerator
- 1 - American LaFrance fire extinguisher
- 35' wooden shelf for bottle storage





275170

534 30

## FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at \_\_\_\_\_
2. ☒ To Be Recorded among the Financing Records at Anne Arundel County and Md. State Dept. of Asses. and Taxation
3. ☐ Not subject to Recordation Tax.
4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 450,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s): \_\_\_\_\_ Address(es): \_\_\_\_\_

Greentree Car Wash, Inc.

5164 Mountain Road  
Pasadena, Maryland 21122

7985 Crain Highway

Glen Burnie, Maryland 21061

6. Secured Party: Maryland National Bank

Address: Department

Attention: Dennis R. Glasgow

Post Office Box 987, Mailstop 500858  
Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☒ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Greentree Car Wash, Inc.

Secured Party: Maryland National Bank

By: Mustafa Onal (Seal)  
Type name and title, if any: Mustafa Onal, President

By: Dennis R. Glasgow (Seal)  
Type name and title, if any: Dennis R. Glasgow, Assistant Vice President

SCHEDULE A

(Deed of Trust dated October 25, 1988)

BEGINNING for the same at an iron pipe found at the north corner of the Exxon Corporation property as described in Liber 2476 folio 692, for the west corner of this parcel and being on the southeast right of way of the Robert Crain Highway, also known as Maryland Route 3; thence binding along the southeast right of way of said Maryland Route 3,

- (1) North 36°57'55" East 174.83 feet to an iron pipe found at the northern most corner of this tract; thence leaving said right of way and binding with the west line of the property now or formerly owned by Roy Rice as described in Liber 3389 folio 424,
- (2) South 27°55'38" East 234.95 feet to an iron pipe found at a corner of this tract; thence leaving the west line of the Roy Rice property and binding on a west line of the Greentree Subdivision,
- (3) South 37°07'26" West 126.04 feet to an iron pipe found at the south corner of this tract and being an east corner of the said Exxon Corporation parcel; thence binding on the northeast line of said Exxon Corporation parcel,
- (4) North 39°33'22" West 218.42 feet to the point of beginning and containing in all 0.734 acres, more or less,

275171

5349

32

4. <input checked="" type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented 2
1. Debtor(s) (Last Name First) and address(es) Uni-Lube, Inc. 7391 Baltimore - Annapolis Road Glen Burnie, Maryland	2. Secured Party(ies) and address(es) Quaker State Corporation 255 Elm St., P.O. Box 989 Oil City, PA 16301	3. For Filing Officer (Date, Time, Number, and Filing Office)

7. This financing statement covers the following types (or items) of property:

All of the Equipment set forth on Exhibit "A" hereto and all presently owned and hereafter acquired inventory and Equipment located or which shall hereafter be located at 7391 Baltimore - Annapolis Road, Glen Burnie, Maryland, and all accessions thereto and all proceeds thereof.

RECORD FEE 13.00

POSTAGE .50

☐ Products of Collateral are also covered

Whichever is Applicable (See Instruction Number 9)	Uni-Lube, Inc. <i>Thomas J. Daly</i> se. v. p. Signature(s) of Debtor (Or Assignor)	Quaker State Corporation <i>Walter B. Corbi</i> Signature(s) of Secured Party (Or Assignee)
---	---	---

Filing Officer Copy - Alphabetical

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

Rev. Jan. 1980

Forms may be purchased from Hobbs &amp; Warren, Inc., Boston, Mass. 02101

EXHIBIT "A"

BOOK 534 PAGE 32-A

- 1 5:1 Stub Pump
- 1 Wall Mount & Siphon
- 2 25 Ft. Hose Reel
- 4 Fluid Ball Valve
- 1 1:1 Diaphragm Pump
- 1 Siphon Hose
- 1 Air Regulator
- 1 Air Connecting Hose
- 2 40 Ft. Water Reel
- 7 Fluid Ball Valve
- 2 Reel Channel
- 2 End Panel Kit
- 6 Self Coiling Air Hose
- 6 Milton Tire Gauge
- 1 Pressure Washer
- 1 Diaphragm Pump
- 1 Shuttle Valve
- 1 Pilot Valve
- 3 10 Ft. Hose
- 3 1/2 Pipe Coupling
- 3 Hose Adaptor Fitting
- 3 Reducer Bushing
- 3 22 In. Hose
- 1 Air Hose
- 3 Vented Ball Valve
- 3 Fluid Ball Valve
- 3 1/2 In. Ball Valve
- 1 Air Regulator
- 1 Air Connecting Hose
- 3 Rolling Oil Drains
- 1 5:1 Stub Pump
- 1 Wall Mount & Siphon Kit
- 3 10 Ft. Hose
- 3 Meter
- 3 Control Handle
- 4 Fluid Ball Valve
- 1 50:1 Topper Pump
- 3 14 Ft. High Pressure Hose

- 3 Control Handle w/Z Swivel
- 4 High Pressure Line Shutoff
- 1 5:1 Stub Pump
- 1 Wall Mount Bracket
- 2 25 Ft. Hose Reel
- 4 Fluid Ball Valve

BOOK 534 PAGE 32-B




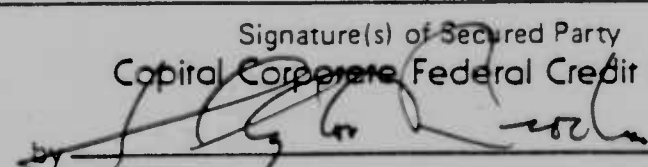
275172

## Capital Corporate Federal Credit Union

## UNIFORM COMMERCIAL CODE — FINANCING STATEMENT

534

33

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any):
1. Debtor (Name of Credit Union)  Fort Meade Community Credit Union	2. Debtor(s) Complete Address(es)  Bldg. 44714 P.O. Box 140 Fort Meade, MD 20755-0140	
3. & 4. Secured Party and Complete Address  Capital Corporate Federal Credit Union Suite 130 • 8181 Professional Place Landover, Md. 20785	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
7. This financing statement covers the following types (or items) of property: (Describe)  "All of the assets of this credit union, including but not limited to personal property or fixtures including goods, documents, instruments, general intangibles, chattel paper or accounts and any proceeds from the sale of any of the foregoing."  <div style="text-align: right;">RECORD FEE 11.00 POSTAGE .50 #220180 C777 R03 11:00 11/02/88 d</div>		
8a.( ) Proceeds are also covered. 8b.( ) Products of collateral are also covered.		No. of additional sheets presented.( )
Filed with Circuit Court Clerk of <u>Anne Arundel</u> County; Other		
9. Transaction is ( ), is not (XX), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____.		
10. This statement is to be returned after recordation to:  Capital Corporate Federal Credit Union 3181 Professional Place, ste #130 Landover, MD 20785   CEO		
Signature(s) of Debtor(s)  Otis. C. Hendrix, CEO Ft. Meade Credit Union Bldg. 4471 - P. O. Box 140 Ft. Meade, Md. 20755		Signature(s) of Secured Party Capital Corporate Federal Credit Union   J. Clayton Brooke, President

1150

STATE OF MARYLAND

5340 34

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259446

RECORDED IN LIBER 492 FOLIO 222 ON 12/2/85 (DATE)

1. DEBTOR

Name Nippes, J. Timothy

Address 73 Maryland Avenue, Anapolis, MD 26401

2. SECURED PARTY

Name AMCA International Finance Corporation

Address 200 Executive Drive, Brookfield, WI 53005

RECORD FEE 10.00  
#220190 C777 R03 115:00  
11/02/88  
TW

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒  
(Indicate whether amendment, termination, etc.)

Termination

Collateral Terminated:  
One (1) Koehring Bomag Model BW170D Vibratory Roller S/N 88736

Dated 10/13/88

(Signature of Secured Party)

AMCA International Finance Corporation  
Type or Print Above Name on Above Line

3349 35

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code: <sup>300844</sup> <sup>cjc</sup>

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

MUSIC & ARTS CENTER, INC.  
SEVERNA PARK MALL  
575 RITCHIE HWY.  
SEVERNA PARK, MD 21146

2. Secured Party(ies) and address(es)

YAMAHA MUSIC CORPORATION, USA  
6600 ORANGETHORPE AVENUE  
P.O. BOX 6600  
BUENA PARK, CA 90622-6600

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
#220090 C777 R03 T14:56  
11/02/88  
CK

4. This statement refers to original Financing Statement bearing File No. 253553 book 476 page 591  
Filed with ANNE ARUNDEL COUNTY (MD) Date Filed 8-17 19 84

5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.  
6. ☐ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.  
7. ☒ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.  
8. ☐ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.  
9. ☐ Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

PLEASE ASSIGN TO:

YAMAHA CORPORATION OF AMERICA  
6600 ORANGETHORPE AVENUE  
P.O. BOX 6600  
BUENA PARK, CA 90622-6600

SEE ATTACHED FOR COLLATERAL

No. of additional Sheets presented: 0

MUSIC & ARTS CENTER, INC.

YAMAHA MUSIC CORPORATION, USA

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: T. M. Steinhardt  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

100-5349 - 36

300844 cjc EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS 253553 8-17-84  
STATE OF ANNE ARUNDEL CO. (MD) TOTAL NUMBER OF SHEETS 2

COLLATERAL TO BE ASSIGNED:

Yamaha pianos and organs, various musical instruments, including Everett pianos and/or benches, and such other products as may be distributed by Yamaha Music Corporation, USA, its subsidiaries and affiliates, wherever located, whether now owned or hereafter acquired, and includes all returns, reposessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessions, all other goods used or intended to be used in conjunction therewith.

PROCEEDS OF COLLATERAL ARE ALSO COVERED

MUSIC & ARTS CENTER, INC.  
DEBTOR

YAMAHA MUSIC CORPORATION, USA  
SECURED PARTY

2  
SHEET No.

(1) Filing Officer Copy—Alphabetical

FORM UCC-E

100/5349 37

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 375173

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Donald E. Jarboe

Address 1626 Grason Lane, Crofton, Maryland 21114

2. SECURED PARTY

Name Circle Business Credit, Inc.

Address 110 S. Jefferson Plaza, Whippany, New Jersey 07981

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) New Ditch Witch 100 SX Plow, S/N: 4E0523  
One (1) New Ditch Witch S1A Trailer, S/N: 7E0127  
and all attachments and ancillary equipment.

RECORD FEE 11.00  
POSTAGE .50  
#220080 0777 R03 T14:56  
11/02/88

"This is not a true lease but a finance lease intended for security"

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

X Donald E. Jarboe, OWNER  
(Signature of Debtor)

Donald E. Jarboe  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Circle Business Credit, Inc.  
(Signature of Secured Party)

MacSchubert DC  
Type or Print Above Signature on Above Line

1150



This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code Maturity date (if any):

FOR OFFICE USE ONLY

Debtor(s) Name (Last Name, First) Complete Address

FOUR T. AUTOMOTIVE SERVICE, INC.  
t/a PRECISION TUNE  
P.O. Box 760  
Severn, MD 21144

Maturity date (if any):  
None

FOR OFFICE USE ONLY

Secured Party(ies) and Complete Address

Brant Leasing Inc.  
6 Neshaminy Interplex  
Suite 101  
Trevose, PA 19047

Assignee(s) of Secured Party and Complete Address

First Pennsylvania Bank  
15th and Market Streets  
Philadelphia, PA 19101

This financing statement covers the following types (or items) of property:

One Benwell GP7 7000 LB. Lift, SN:B8806003

...under that certain Master Lease Agreement No. 7081.1, dated 09/28/88, by and between Brant Leasing, Inc. as Lessor and Four T Automotive t/a Precision Tune, as Lessee, and all rentals and other amounts due and to become due thereunder including all addendums, supplements and schedules thereto and the Equipment leased thereunder including all modifications and attachments thereto and all replacements and substitutions therefore, in whole and in part and all proceeds thereof. This financing statement is filed to comply with the notice requirements of the Uniform Commercial Code in the event for any reason, notwithstanding the intent of the parties, it is determined that the lease constitutes a security agreement under the Uniform Commercial Code.

NOT SUBJECT TO MARYLAND RECORDATION TAX.

RECORD FEE 12.00  
POSTAGE .50  
#220060 C777 R03 T14:55  
11/02/88

BU67117

ET

When collateral is crops or fixtures complete this portion of form.  
a. Description of real estate (Sufficient to identify the property).

b. Name and complete address of record owner.

a. ( ) Proceeds of Collateral are also covered. b. ( X ) Products of Collateral are also covered. No. of additional sheets presented. ( )  
( ) Filed with Register of Deeds and Mortgages of County. ( ) Secretary of State  
( X ) Filed with the County Clerk of Anne Arundel County.

Signature(s) of Debtor(s)  
FOUR T. AUTOMOTIVE SERVICE, INC.  
t/a PRECISION TUNE

RETURN TO:

BRANT LEASING INC.

Brad C. Thompson, Pres  
Brad C. Thompson, President

INFOSEARCH, INC.

John Wiegand, Vice President

FILING OFFICER COPY - This form of statement is filed with the Secretary of State of New Jersey.

STANDARD FORM - UNIFORM COMMERCIAL CODE Albany, NY 12201

# Brant Leasing, Inc.

6 Neshaminy Interplex  
Suite 101  
Trevose, PA 19047  
(215) 244-1540

## Equipment Lease Agreement

### TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT ("LEASE")

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the personal property set forth hereinbelow, upon the terms and conditions hereinafter set forth. The property lease hereunder is as follows:

MAKE — DESCRIPTION	MODEL NO.	SERIAL NO.
Benwell Lift	GP7	B8806003

Equipment Location: 17 Willow Road, Maple Shade, Burlington County, NJ

#### SCHEDULE OF PAYMENTS DURING INITIAL TERM OF LEASE

Terms of Lease Years Months	Number of Rental Payments	AMOUNT OF EACH LEASE PAYMENT				Advance Lease Payments (Including Tax)	Representing Payment For 1st and last advance rental
3/0	36	Lease Payment \$ 159.22	Tax \$ 9.55	Other N/A	Total \$168.77	\$337.54	

Additional Provisions

XXXXXXXXXXXXXXXXXXXXXXXXX SEE RIDER A

THIS LEASE CANNOT BE CANCELLED EXCEPT AS EXPRESSLY PROVIDED HEREIN. THIS LEASE SHALL BECOME EFFECTIVE UPON EXECUTION BY LESSOR AT ITS PENNSYLVANIA OFFICE AND BY LESSEE.

1. TERMS AND CONDITIONS. Lessor leases to Lessee, and Lessee leases from Lessor, the equipment identified above and on any attached schedule ("Equipment") pursuant to the terms and conditions set forth herein. Lessee authorizes Lessor to insert in this Equipment Lease Agreement ("Lease") serial numbers and other identification data when determined. This Lease constitutes the FULL AND ENTIRE AGREEMENT between the Lessor and Lessee in connection with the Equipment and MERGES ANY OTHER UNDERSTANDING. Neither party relies on any other statement or representation. The Lease can be NEITHER CANCELLED NOR MODIFIED except by a written agreement signed by Lessee and by a corporate officer of Lessor. Lessee's acceptance of Equipment shall be irrevocable unless the Lessor and Vendor each receive Lessee's written detail of substantial nonconformance of Equipment within 10 days after acceptance of the Lease.

2. NOTICE. Until Lessor or Lessee notify each other of any new address in writing, any invoice, notice or service of process required by the Lease or by law is validly given when mailed postage prepaid by first class mail to the above identified address.

3. SUCCESSORS AND ASSIGNMENTS. Lessee agrees not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without the prior written consent of Lessor. HOWEVER, IN ANY CASE, THE PROVISIONS OF THIS AGREEMENT BIND ALL HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, TRUSTEES, AND ASSIGNS OF THE LESSEE AND ANY GUARANTOR. Lessor may at its option assign its rights and interests under this Lease. Lessee agrees that Lessor's assignee will have the same rights and remedies that Lessor now has. LESSEE AGREES THAT THE RIGHTS OF LESSOR'S ASSIGNEE WILL NOT BE SUBJECT TO CLAIMS, DEFENSES, OR SETOFFS THAT LESSEE MAY HAVE AGAINST LESSOR. LESSEE WILL PAY LESSOR'S ASSIGNEE REGARDLESS OF ANY CLAIMS AGAINST LESSOR AND WILL SEPARATELY PURSUE THE CLAIMS AGAINST LESSOR. LESSEE AGREES THAT LESSOR IS NEITHER AN AGENT OF LESSOR'S ASSIGNEE NOR THAT LESSOR HAS ANY AFFILIATION WITH SUCH ASSIGNEE EXCEPT FOR SUCH ASSIGNMENT.

4. PAYMENTS. Lessee agrees to make lease payments in advance and to pay such other charges as provided herein. Lease payments shall be increased by any cost or expense Lessor incurs to preserve the Equipment or to pay taxes, assessments, fees, penalties, liens, or encumbrances. Unless Lessor gives written notice of a new address, all payments under this Lease shall be sent to Lessor at the Pennsylvania address provided by Lessor. Each payment received will be applied first to the oldest charge due under the Lease. LESSEE AGREES TO MAKE PAYMENTS REGARDLESS OF ANY PROBLEMS LESSEE MIGHT HAVE WITH THE EQUIPMENT INCLUDING ITS OPERATIONS, CAPABILITY, INSTALLATION, OR REPAIR AND REGARDLESS OF ANY CLAIM, SETOFF, COUNTER-CLAIM, OR DEFENSE LESSEE MIGHT HAVE AGAINST THE VENDOR OR MANUFACTURER ("SUPPLIER"), SALESPERSON, OR OTHER THIRD PARTY. Without Lessor's prior written consent, any payment to Lessor of a smaller sum than due at any time under this Lease shall not constitute a release or an accord or satisfaction for any greater sum due, or to become due, regardless of any endorsement restriction. An advance payment shall be held by Lessor as a security deposit for the performance of the Lease. In case the Lease is never finalized, the advance payment will be retained by Lessor in liquidation of documentation and processing expenses.

5. TAXES, ASSESSMENTS AND FEES. Lessee agrees to pay all licensing, filing and registration fees, to keep the Equipment free of all liens and encumbrances, TO SHOW THE EQUIPMENT AS "LEASED EQUIPMENT" ON TAX RETURNS, TO PAY LESSOR FOR ALL PERSONAL PROPERTY TAXES ASSESSED AGAINST THE EQUIPMENT; to pay all other taxes, assessments, fees and penalties which may be levied or assessed in respect to the Equipment, its use or any interest therein, or any lease payments, including but not limited to all federal, state, and local taxes, however designated, levied or assessed, whether upon Lessee or Lessor or the Equipment or upon the sale, ownership, use or operation, excepting any income taxes levied on the lease payments to Lessor. Lessor may, at its option, collect from Lessee an escrow fee of up to .35% of the Equipment cost per month for a tax escrow fund. Lessor will pay on Lessee's behalf such taxes and other amounts and file applicable returns. In addition, Lessee authorizes Lessor to file at Lessor's option informational financing statements without Lessee's signature and, if a signature is required by law, Lessee appoints Lessor as Lessee's attorney-in-fact to execute such financing statements. Lessee agrees to pay Lessor a fee of \$40.00 to reimburse Lessor's expenses of preparing such financing statements and of making credit checks and analysis of Lessee's and guarantor's financial status, and of Lessor's other administrative costs. Lessee and any guarantor agree to reimburse Lessor for reasonable costs incurred in collecting taxes, assessments, or fees for which Lessee is liable, and any collection charges attributable thereto, including reasonable attorney fees. Lessee agrees that Lessor is entitled to all tax benefits resulting from ownership of the Equipment including any investment tax credit and depreciation. Lessee agrees that, should any of such tax benefits be disallowed, Lessee shall indemnify Lessor for such loss by paying Lessor an amount equal to the value of the lost benefits as stipulated and liquidated herein.

THIS LEASE IS NOT A SALE

LESSEE (Complete Legal Name)  
Four T. Automotive Service, Inc. t/a  
Precision Tune

Billing Address

P.O. Box 760

City County State Zip  
Severn, Anne Arundel County, MD 21144

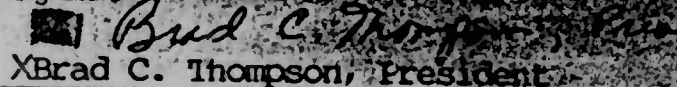
Area Phone

Date

(301) 685-4000

September 28, 1988

Signature

  
X Brad C. Thompson, President

(Print Name)

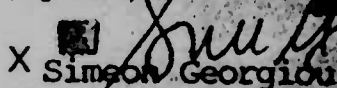
#### GUARANTEE

In consideration of the Lessor leasing to the Lessee and other good and valuable consideration, the receipt of which is hereby acknowledged by the undersigned, the undersigned jointly and severally personally guarantees payment and performance of all the covenants and conditions of the above lease by the Lessee and in the event of default, hereby waives notice or any modification amendment or extension thereof.

(Signature) An Individual

  
X Brad C. Thompson

(Signature) An Individual

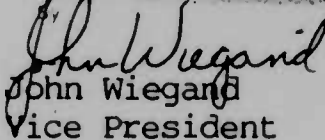
  
X Simon Georgiou

#### CERTIFICATE OF ACCEPTANCE OF LEASED EQUIPMENT

We hereby certify that all of the Equipment referred to in the above Lease has been delivered to and has been received by the Lessee, that all installation or other work necessary prior to the use thereof has been completed, that the Equipment has been examined by the lessee and is in good operating order and condition and is in all respects satisfactory to the Lessee, and that the Equipment is accepted by the Lessee for all purposes under the Lease and accordingly authorized Lessor to purchase Equipment.

Lessee Four T. Automotive Service, Inc. t/a  
Precision Tune

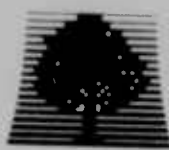
  
X Brad C. Thompson, President  
ACCEPTED BY BRANT LEASING, INC. TREVOSE, PA

  
John Wiegand  
Vice President

Date  
9/28/1988  
Lease #  
7081.1

275175

5349 40



MARYLAND NATIONAL BANK

We want you to grow.<sup>™</sup>

MEMBER FDIC

## FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at \_\_\_\_\_
2. ☒ To Be Recorded among the Financing Statement Records at Anne Arundel County-Courthouse
3. ☐ Not subject to Recordation Tax.
4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 25,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County Courthouse

5. Debtor(s) Name(s)

Address(es)

Joseph M. Tucker T/A  
J.T. Restorations

Box 315  
Deale, Md. 20751

RECORD FEE 12.00  
RECORD TAX 175.00  
POSTAGE .50  
#220020 0777 R03 114:52  
11/02/88

6. Secured Party

Address

Maryland National Bank  
Attention: Peter C. Siegert

P.O. Box 304  
Lusby, Md. 20657

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Joseph M. Tucker (Seal)  
Joseph M. Tucker

(Seal)

(Seal)

(Seal)

Secured Party  
Maryland National Bank

Peter C. Siegert, Manager

(Seal)

Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 7/83

12-  
175-  
50



5349 41

MARYLAND NATIONAL BANK

(Secured Party or Beneficiary)

SCHEDULE A

This is the Schedule A to:

- ☐ a deed of trust
- ☐ an indemnity deed of trust
- ☒ a security agreement
- ☐ a financing statement
- ☐ \_\_\_\_\_

dated October 17, 19 88, and executed by Joseph M. Tucker T/A J.T. Restorations

("Grantor" or "Debtor"). This Schedule A provides more space in which to describe the property covered by the above document(s):

Property Description (continued):

Bee Liner Floor Mach Comp (7) Serial #330  
Frame Machine

GRANTOR/DEBTOR

By: Joseph M. Tucker (SEAL)

Name: Joseph M. Tucker

Title: Owner

GRANTOR/DEBTOR

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203.

# FINANCING STATEMENT

5344 42

1. ☐ To be recorded in the Land Records
2. ☒ To be recorded among the Financing Statement Records
3. ☐ Not subject to Recordation Tax
4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 6,500.00 The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to

Anne Arundel County

5. Debtor(s) Name(s)

Address(es)

John G. Michele  
Patricia R. Michele

3136 Stonehenge Dr.  
~~1410 Forest Drive Suite 28e~~  
~~Annapolis, MD 21403~~  
Riva, MD 21140

6. Secured Party

First Federal Savings & Loan Association of Annapolis

Address

1832 George Avenue  
Annapolis, MD 21401

Attention: Sandra Cowsill

(Type name & Title)

RECORD FEE 12.00  
RECORD TAX 45.50  
POSTAGE .50  
#219990 CT77 R03 T14:50  
11/02/88

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☐ **A. Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ **B. Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

☐ **C. General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

☐ **D. Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ **E. All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ **F. Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ **G. Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. ☐ All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are \_\_\_\_\_

Debtors

John G. Michele

(Seal)

(Seal)

Patricia R. Michele

(Seal)

(Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

2-2820 (3/85)

12- 45.50 .50





SCHEDULE A

Debtor: John G. Michele  
Patricia R. Michele  
3136 Stonehenge Dr.  
Riva, MD 21140

Secured Party: First Annapolis Savings Bank, FSB  
1832 George Avenue  
Annapolis, MD 21401

Collateral: Sirex Aturbo 286 - CPU Serial #80200007  
Keyboard - KB-5161-B2  
EVEREX 80 megabyte hard disk - serial # PB10321  
H-P Laserjet Series II - serial #2805A15052  
Brother HR-15XL - serial #E53326198  
ImTEC EG 1455N - serial #80400841

Software: Operating System - Microsoft MS-DOS  
Word Processing - Wordstar Professional  
releases 4 and 5  
Graphics- Microsoft Paintbrush & Mouse  
Grammar, style, usage & punctuation checker-  
Right WRITER  
Proofreader & Writing Style Analyzer -  
RIGHTWORDS

Loan Amount: \$6,500.00

WRITER'S DIRECT DIAL NUMBER

MAIN OFFICE 2024 WEST STREET ANNAPOLIS, MARYLAND 21401  
ANNAPOLIS 444-6100 / BALTIMORE 541-6700 / WASHINGTON (301) 261-8800

• OPERATIONS CENTER 1832 GEORGE AVENUE ANNAPOLIS, MARYLAND 21401  
• ANNAPOLIS 263-7711 / BALTIMORE 269-1108 / WASHINGTON (301) 261-2450

5340 44

BECTON, ROBERT L. 508 Denington Lane Severna Park, MD. 21146		FEDERAL DEPOSIT INSURANCE CORPORATION, IN ITS CORPORATE CAPACITY P. O. BOX 25189 OKLAHOMA CITY, OKLAHOMA 73125	
1. Debtor(s) (Last Name First) and address(es) Book 479 Page 52		2. Secured Party and Address	
This statement refers to original Financing Statement No. 254312 Filed 10-22, 19 84			
A. Continuation..... <input type="checkbox"/>		B. Partial Release..... <input type="checkbox"/>	
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.		From the collateral described in the financing statement bearing the file number shown above the Secured Party releases the following:	
		C. Assignment..... <input checked="" type="checkbox"/>	
		The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown above, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	
		D. Amendment..... <input type="checkbox"/>	
		The financing statement is amended as set forth below:	

RECORD FEE 10.00  
POSTAGE .50  
#219970 C777 R03 T14:49  
11/02/88  
TW

For Filing Officer (Date, Time, Number, and Filing Office)

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Debtor's Signature on this form required only when filing amendment

Dated: October 4, 19 88

Circuit Court Clerk Anne Arundel County, MD.

This STATEMENT is presented to The County Clerk of

FEDERAL DEPOSIT INSURANCE CORPORATION,  
RECEIVER OF THE FIRST NATIONAL BANK AND  
TRUST COMPANY OF OKLAHOMA CITY

By: [Signature]  
BANK LIQUIDATION SPECIALIST

for filing pursuant to the Uniform Commercial Code.

(1) FILING OFFICER COPY-ALPHABETICAL  
STANDARD FORM-UNIFORM COMMERCIAL CODE

10.50

SOUTHWESTERN STATIONERY  
OKLA. CITY, LAWTON, PONCA CITY

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 275177

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chem Trans, Inc.  
Address 50 Earleigh Heights Road Severna Park, MD 21146

2. SECURED PARTY

Name Beltway International Trucks, Inc.  
Address 1800 Sulphur Spring Road Baltimore, MD 21227

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 17.00  
POSTAGE .50  
#219940 6777 R03 T14:47  
11/02/89

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

First Interstate Credit Alliance, Inc.  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Chem Trans, Inc.

[Signature]  
(Signature of Debtor)

GARY W. BRIGGS, PRES.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.  
Beltway International Trucks, Inc.

[Signature]  
(Signature of Secured Party)

John J. Mernay, Pres.  
Type or Print Above Signature on Above Line

1756

## CONDITIONAL SALE CONTRACT NOTE

TO: Beltway International Trucks, Inc.FROM: Chem Trans, Inc.

("Buyer")

1800 Sulphur Spring Road Baltimore, MD 21227

(Address of Seller)

50 Earleigh Heights Road Severna Park, MD 21146

(Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks):

One (1) 1989 International Model 9670  
Tractor, S/N IHSADGUR4KH644612

R Gwb

(1) TIME SALES PRICE ..... \$ 90,561.60(2) Less DOWN PAYMENT In Cash ..... \$ -0-(3) Less DOWN PAYMENT IN GOODS  
\*(Trade-In Allowance) ..... \$ -0-(4) CONTRACT PRICE (Time Balance) ..... \$ 90,561.60

Record Owner of Real Estate:

## \*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

50 Earleigh Heights Road

(Street and Number)

Severna Park

(City)

Anne Arundel

(County)

Maryland

(State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Ninety thousand five hundred sixty one and 60/100 \*\*\*\*\* Dollars (\$ 90,561.60) being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 1st day of December 19 88, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,509.36 and the final installment being in the amount of \$ 1,509.36 with interest from the date hereof on the unpaid amount of said time

balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: October 25, 19 88

BUYER(S)-MAKER(S):

(SEAL)

Accepted: Beltway International Trucks, Inc.

(Print Name of Seller Here)

(SEAL)

Chem Trans, Inc.

(Print Name of Buyer-Maker Here)

By: [Signature]

(Witness as to Buyer's and Co-Maker's Signature)

By: [Signature]

Co-Buyer-Maker:

PRESIDENT

(SEAL)

(Print Name of Co-Buyer-Maker Here)

By: \_\_\_\_\_

(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by \_\_\_\_\_

2

ORIGINAL FOR FILING-NON-NEGOTIABLE



TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not har the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisalment, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not hy acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT:** THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

(Guarantor-Endorser)

(L.S.)

(Guarantor-Endorser)

(L.S.)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: \_\_\_\_\_, 19 \_\_\_\_\_

\_\_\_\_\_(SEAL)  
(Corporate, Partnership or Trade Name or Individual Signature)

Signature  
of  
Seller

(Witness)

By: \_\_\_\_\_  
(Signature: Title of Officer, "Partner" or "Proprietor")



# 5349 48 ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale

contract and/or lease and/or chattel mortgage (herein called "contract") dated October 25, 1988

between Beltway International Trucks, Inc., as Seller/Lessor/Mortgagee,

and Chem Trans, Inc. 50 Earleigh Heights Road Severna Park, MD 21146  
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have per-

taining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease to or mortgage of the Property by Obligor in the ordinary course of business and is the only agreement with respect thereto; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured (and will continue to be so) and we will fulfill our obligations to Obligor with respect to same; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. If any of our representations are or become untrue, we will immediately pay to FICAI the then unpaid balance outstanding under the contract without requiring FICAI to proceed against any person or property. **In consideration of FICAI accepting this assignment, we hereby designate and appoint Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as our true and lawful attorney-in-fact and agent for us and in our name, place and stead, to accept service of any process within the State of New York, FICAI agreeing to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected.** FICAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to FICAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in FICAI's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that FICAI shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon FICAI's request, pay to FICAI, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by FICAI in accordance with FICAI's usual procedures and will be such amount as will enable FICAI to receive, with respect to the contract, such rate of return as FICAI would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto FICAI any interest that we may have in the Property and/or any monies that FICAI may be holding for our account. Upon our execution hereof, we shall have no authority without FICAI's prior written consent to accept collections and/or repossess and/or consent to the return of the Property and/or modify the terms of the contract. **We agree to the exclusive venue and jurisdiction only of courts having situs within the State and County of New York for all actions, proceedings, claims, counterclaims and crossclaims relating to the contract and this Assignment.**

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned

hereby is \$ 90,561.60

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 25th day of October, 19 88

Beltway International Trucks, Inc. (Seal)  
(Seller/Lessor/Mortgagee)

By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICA-L-5-R1

534 49

Klinker, Richard L.  
Klinker Camille A.  
2355 Davidsonville Rd.  
Gambrills, MD. 21054

FEDERAL DEPOSIT INSURANCE  
CORPORATION, IN ITS CORPORATE  
CAPACITY  
P. O. BOX 25189  
OKLAHOMA CITY, OKLAHOMA 73125

1. Debtor(s) (Last Name First) and address(es)

2. Secured Party and Address

Book 479 Page 51 (72434)

This statement refers to original Financing Statement No.

254311

Filed 10-22, 19 84

A. Continuation.....☐

The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release.....☐

From the collateral described in the financing statement bearing the file number shown above the Secured Party releases the following:

C. Assignment.....☒

The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown above, Secured Party's rights under the financing statement bearing the file number shown above in the following property:

For Filing Officer (Date, Time, Number, and Filing Office)

D. Amendment.....☐  
The financing statement is amended as set forth below:

RECORD FEE 10.00  
#219920 0777 R03 T14:46  
11/02/88  
POSTAGE .50  
#219930 0777 R03 T14:47  
11/02/88  
CK

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

FEDERAL DEPOSIT INSURANCE CORPORATION,  
RECEIVER OF THE FIRST NATIONAL BANK AND  
TRUST COMPANY OF OKLAHOMA CITY

Dated: October 6, 19 88

Circuit Court Clerk, Anne Arundel County, Md.

(1) FILING OFFICER COPY-ALPHABETICAL  
STANDARD FORM-UNIFORM COMMERCIAL CODE

BANK LIQUIDATION SPECIALIST

for filing pursuant to the Uniform Commercial Code.

SOUTHWESTERN STATIONERY  
OKLA. CITY, LAWTON, PONCA CITY

275178

534 50

# **FINANCING STATEMENT AND SECURITY AGREEMENT**

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es): (last name first)	2. SECURED PARTY
Walter E. Dixon 3026 Tennessee Avenue Baltimore, Maryland 21227	<b>THE ZAMOISKI CO.</b> 3000 Waterview Avenue Baltimore, Maryland 21230 RECORD FEE 11.00 #219900 CT77 R03 714:45 11/02/88

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

SECURED PARTY:

Walter E. Dixon (Type Name)	THE ZAMOISKI CO.
By: <u>Walter E. Dixon</u> (SEAL)	By: <u>Jeff Mulby</u>
By: <u>Walter E. Dixon</u> (SEAL)	(Date Signed by Debtor) 19__

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
MD, VA, DC, PA - Inventory

1100



**FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE**  
**Terms and Conditions of Security Agreement**

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations. Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

275179

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This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional  
Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es):

Edwin A. & John O. Crandell, Inc.  
733 Crandell Road  
Nest River, MD 20778  
M-33485

(2) Secured Party(ies) (Name(s) And Address(es))

Alban Tractor Co., Inc.  
P. O. Box 9595  
Baltimore, MD 21237

(3) (a) ☐ Collateral is or includes fixtures.  
(b) ☐ Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered

(c) ☐ Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

Caterpillar Financial Services Corporation  
10630 Little Patuxent pkwy.  
Columbia, MD 21044

RECORD FEE 12.00  
POSTAGE .50  
#219890 0777 R03 714:44  
11/02/88

For  
Filing  
Officer

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Model #416 Backhoe Loader S/N 5PC03339

Anne Arundel County

Secured party is seller of equipment

NOT SUBJECT TO RECORDATION TAX

☒ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Edwin A. & John O. Crandell, Inc.

Secured Party(ies) [or Assignees]

Alban Tractor Co., Inc.

(By)

Standard Form Approved by N.C. Sec. of State  
and other states shown above.

Charles A. Crandell  
Treasurer

(By)

Mark Welsh, Assistant Secy  
Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
and ☒ Collateral is subject to Security Interest In Another Jurisdiction

☐ Collateral Is Brought Into This State  
☐ Debtor's Location Changed To This State  
(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1



534 53

275130

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. Maturity Date (Optional):

1. Debtor(s) (Last Name First) and Address(es):

R.C.S. Development, Inc.  
Box 4098  
Annapolis, Maryland 21403

2. Secured Party(ies)

Address(es) And Name(s):

John C. Louis Co., Inc.  
1805 Cherry Hill Road  
Baltimore, Md. 21230

4. For Filing Officer: Date, Time, File No., Filing Office:

RECORD FEE 11.00

POSTAGE .50

#219870 C777 R03 T14:43

7. This Financing Statement covers the following types or items of collateral:

(Describe real estate, including record owner if item 6 is applicable)

1 Melroe Bobcat Loader Model 843 S/N 5037-27569  
Flotation Tires 66" Bucket with no Teeth

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX.  
THIS COVERS A CONDITIONAL SALES CONTRACT.

DEBT EXCEEDS \$200.00

☒ Proceeds of the collateral are also covered.

Filed with: ☐ Sec. of State

☐ Filing Office of \_\_\_\_\_ County/City

5. Assignee(s) of Secured Party, Address(es):

Clark Equipment Credit Corporation  
128 East Front Street  
Buchanan, Michigan 49107

6. ☐ The described crops are growing or to be grown on the real property described in Item 7.

☐ The described goods are or are to be affixed to the real property described in Item 7.

8. Signatures:

R.C.S. DEVELOPMENT, INC.

JOHN C. LOUIS CO., INC.

By

*Robert S. Holiar*  
Robert S. Holiar  
President

By

*Wilmer S. Davison*  
Wilmer S. Davison  
President

(2) Filing Officer Copy — Alphabetical

FINANCING STATEMENT  
THIS INSTRUMENT PREPARED BY SECURED PARTY  
AND ASSIGNEE OF SECURED PARTY.

FORM UCC

1

275181

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This FINANCING STATEMENT is presented to a Filing Officer  
for filing pursuant to the Uniform Commercial Code

No. of Additional  
Sheets Presented

3 ☐ The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)

GORMAN LEWIS WINK  
1508 E FLANDERS LANE  
HARWOOD, MD. 20776  
  
SUSAN MARIE WINK

2 Secured Party(ies) Name(s) and Address(es)

MT. VERNON REALTY, INC.  
5484 SOUTHERN MARYLAND BLVD.  
LOTHIAN, MD. 20711

4 For Filing Officer Date, Time No Filing Office

RECORD FEE 1.20  
RECORD FEE 10.80  
POSTAGE .50  
#219840 0777 R03 T14:41  
11/02/88

5 This Financing Statement covers the following types (or items) of property

1971 12203  
65 X 12 ZIMMER Rooms

To include all furniture, fixtures, appliances and  
appurtenances therein and thereto, including but not  
limited to these items specified in the manufactures

☒ invoice and/or purchase agreement and/or retail  
security agreement.

8 Describe Real Estate Here

☐ This statement is to be indexed in  
the Real Estate Records

9 Name of  
a Record  
Owner

6 Assignee(s) of Secured Party and Address(es)

Crescent Financial, Inc.  
1623 Forest Drive Suite 201  
Annapolis, MD 21401

7 ☐ The described crops are growing or to be grown on \*  
☐ The described goods are or are to be affixed to \*  
☐ The lumber to be cut or minerals or the like  
(including oil and gas) is on \*  
\*(Describe Real Estate in Item 8)

No. & Street

Town or City

County

Section

Block

Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)

- ☐ which is proceeds of the original Collateral described above in which a security interest was perfected, or  
☐ acquired after a change of name, identity or corporate structure of the Debtor, or  
☐ as to which the filing has lapsed, or  
already subject to a security interest in another jurisdiction  
☐ when the Collateral was brought into this State, or ☐ when the Debtor's location was changed to this State

11 If appropriate in this filing, the  
terms Debtor(s) and Secured Party(ies)  
shall respectively mean:

- ☐ Consignee(s) and Consignor(s), or  
☐ Lessee(s) and Lessor(s)

GORMAN LEWIS WINK

By SUSAN MARIE WINK

Signature(s) of Debtor(s)

(1) Filing Officer Copy - Numerical

Crescent Financial, Inc.

By

Signature(s) of Secured Party(ies)

(Required only if Item 10 is checked)

(3/83)

STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

275182

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## FINANCING STATEMENT—Form UCC-1

NEW YORK BANK CONSUMER SERVICE, INC. (C.R.)  
275182

Anne Arundel, Md.

IMPORTANT - Read instructions on back before filling out form.

This FINANCING STATEMENT is presented to a Filing Officer  
for filing pursuant to the Uniform Commercial CodeNo. of Additional  
Sheets Presented1 Debtor(s) (Last Name First) and Address(es)  
SpectAthlete Partnership  
D/B/A Showcase  
Marley Station  
7900 Gov. Ritchie HWY.  
Glen Burnie, MD 210612 Secured Party(ies) Name(s) and Address(es)  
Fidelity Bank, N.A.  
Broad & Walnut Streets  
Philadelphia, PA 191093 ☐ The Debtor is a transmitting utility

4 For Filing Officer Date Time No Filing Office

5 This Financing Statement covers the following types (or items) of property

All debtors present and future inventory

6 Assignee(s) of Secured Party and Address(es)

RECORD FEE 12.00

POSTAGE .50

#219830 0777 R03 T14:41

11/02/88

☒ Products of the Collateral are also covered and proceeds

8 Describe Real Estate Here

☐ This statement is to be indexed in  
the Real Estate Records9 Name of  
a Record  
Owner7 ☐ The described crops are growing or to be grown on  
☐ The described goods are or are to be affixed to \*  
☐ The lumber to be cut or minerals or the like  
(including oil and gas) is on \*  
\*(Describe Real Estate in Item 8)

No. &amp; Street

Town or City

County

Section

Block

Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  
☐ which is proceeds of the original Collateral described above in which a security interest was perfected, or  
☐ acquired after a change of name, identity or corporate structure of the Debtor, or  
☐ as to which the filing has lapsed, or  
☐ already subject to a security interest in another jurisdiction  
☐ when the Collateral was brought into this State, or ☐ when the Debtor's location was changed to this State11 If appropriate in this filing, the  
terms Debtor(s) and Secured Party(ies)  
shall respectively mean:  
☐ Consignee(s) and Consignor(s), or  
☐ Lessee(s) and Lessor(s)

SpectAthlete Partnership

Fidelity Bank, N.A.

By

Signature(s) of Debtor(s)

By

Signature(s) of Secured Party(ies)

(1) FILING OFFICE COPY - NUMERICAL

(5-83)

STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

275183

5349 56

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

Walter W. Higdon d/b/a  
Charlies Machine Shop  
320 Wicklow Rd.  
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)

Cap-Co Leasing Co.  
1430 N. Meacham Rd.  
Schaumburg, IL 60173

3. Maturity date (if any):

For Filing Officer  
(Date, Time, Number, and Filing Office)

RECORD FEE 12.00  
#219740 0777 R03 T14:36  
11/02/88

4. This financing statement covers the following types (or items) of property:

1 F350-12 Quincy Air Compressor

\*Not subject to recordation tax C/S/C

Equipment location: 550 N. Crain Hwy., Unit 24  
Glen Burnie, MD 21061

5. Assignee(s) of Secured Party and Address(es)

Capitol Leasing Company  
1430 N. Meacham Rd.  
Schaumburg, IL 60173

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.  
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered:

☐ Proceeds of Collateral are also covered.

☐ Products of Collateral are also covered.

No. of additional Sheets presented:

Filed with:

Walter W. Higdon d/b/a  
Charlies Machine Shop

Cap-Co Leasing Co.

+ Walter W. Higdon  
Signature(s) of Debtor(s)

By: [Signature]  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1

(1) FILING OFFICER COPY-ALPHABETICAL

12.00

275134

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57

This FINANCING STATEMENT is presented to a Filing Officer  
for filing pursuant to the Uniform Commercial CodeNo. of Additional  
Sheets Presented3 ☐ The Debtor is a transmitting utility

1 Debtor(s) (Last Name First and Address(es))

James M. Speers  
Bettie R. Speers  
parkway Village  
2 Rose St.  
Laurel, MD 20707

2 Secured Party(ies) Name(s) and Address(es)

Tammac Corporation  
100 Commerce Blvd.  
Wilkes-Barre, PA 18711

4 For Filing Officer: Date, Time, No., Filing Office

RECORD FEE 12.00  
POSTAGE .50  
#219680 C777 R03 T14:32  
11/02/88

5 This Financing Statement covers the following types (or items) of property

1 new 1988 Kemberly 70 x 28 serial 9731GAAB

6 Assignee(s) of Secured Party and Address(es)

Society for Savings  
1290 Silas Deane Hwy.  
Wethersfield, CT 06109☐ Proceeds☐ Products of the Collateral are also covered

8 Describe Real Estate Here

☐ This statement is to be indexed in  
the Real Estate Records9 Name of  
a Record  
Owner7 ☐ The described crops are growing or to be grown on \*  
☐ The described goods are or are to be affixed to \*  
☐ The lumber to be cut or minerals or the like  
(including oil and gas) is on \*  
\* (Describe Real Estate in Item 8.)

No. &amp; Street

Town or City

County

Section

Block

Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)

- ☐
- which is proceeds of the original Collateral described above in which a security interest was perfected, or
- 
- ☐
- acquired after a change of name, identity or corporate structure of the Debtor, or
- 
- ☐
- as to which the filing has lapsed, or
- 
- ☐
- already subject to a security interest in another jurisdiction
- 
- ☐
- when the Collateral was brought into this State, or
- ☐
- when the Debtor's location was changed to this State

11. If appropriate in this filing, the  
terms Debtor(s) and Secured Party(ies)  
shall respectively mean:

- ☐
- Consignee(s) and Consignor(s), or
- 
- ☐
- Lessee(s) and Lessor(s)

By

James M. Speers  
Bettie R. Speers

Signature(s) of Debtor(s)

By

Society for Savings  
David Mouton

Signature(s) of Secured Party(ies)

(Required only if Item 10 is checked.)

(3-83)

(1) FILING OFFICER COPY - NUMERICAL

STANDARD FORM FORM UCC 1 Approved by Department of State of the Commonwealth of Pa.



275185

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58

4 <input type="checkbox"/> Filed for record in the real estate records.	5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and address(es)  AAMRI Limited Partnership 2510 Riva Road, Suite 216 Annapolis, MD 21401	2 Secured Party(ies) and address(es)  GE Medical Systems 7455T New Ridge Road Hanover, MD 21076	3 For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 #219670 C777 R03 T14:32 11/02/89 d
7. This financing statement covers the following types (or items) of property:  1 - M1090BL Signa Performance Plus Upgrade 1 - M1090CA Signa Peripheral Gating Accessory  ** This equipment is covered under a GE Leaseline Agreement and this UCC, therefore, is being filed for public notice. Recordation tax is not applicable.  Equipment located at: 235 Jennifer Road Annapolis, MD 21401 <input checked="" type="checkbox"/> Products of Collateral are also covered.		
Whichever is Applicable (See Instruction Number 9)	AAMRI Limited Partnership  Signature(s) of Debtor (Or Assignor) <i>Richard C. Han</i>	GE Medical Systems  Signature(s) of Secured Party (Or Assignee) <i>Richard C. Han</i>

Filing Officer Copy - Alphabetical  
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1  
Rev. Jan. 1980  
Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101

## STATE OF MARYLAND

BOOK 5342 59

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259511

RECORDED IN LIBER 492 FOLIO 307 ON December 6, 1985 (DATE)

## 1. DEBTOR

Name General Marketing Corporation  
Address 5005 Ritchie Highway Glen Burnie, MD 21061

## 2. SECURED PARTY

Name Borg Warner Acceptance Corporation  
Address 1101 Kennedy Rd Suite 112  
P.O. Box 68 Windsor Ct 06095

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any)

RECORD FEE 10.00  
POSTAGE CK .50  
#219660 C777 R03 114:31  
11/02/88CHECK ☒ FORM OF STATEMENTA. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:C. Assignment ☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:D. Other: ☒ XX  
(Indicate whether amendment, termination, etc.)

Amendment

The name Borg Warner Acceptance Corporation has been changed to Transamerica Commercial Finance Corporation.

Cynthia Partida  
General Marketing Corporation

Dated 10-25-88

John Schwarzmnn  
(Signature of Secured Party)  
John Schwarzmnn, Asst. Branch Mgr.  
Transamerica Commercial Finance Corp.  
Type or Print Above Name on Above Line  
F/K/A Borg Warner Acceptance Corp.

10-50  
A. A. Co.

86-365

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UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

XXXXXX Book 499

XXXXX Page 318

Identification No. 262452

Dated 6/25/86

1 Debtor(s) { Paine Webber Mortgage Finance  
Name or Names—Print or Type  
590 Benfield Road, Severna Park, MD 21146  
Address—Street No., City - County State Zip Code

2 Secured Party { HARBOR LEASING ASSOCIATES  
Name or Names—Print or Type  
701 Cathedral Street, Baltimore MD 21201  
Address—Street No., City - County State Zip Code

3 Maturity Date (if any)

4 Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORD FEE 10.00  
POSTAGE .50  
#219590 C777 R03 T14:28  
11/02/88  
CK

Dated: 10/26/88

HARBOR LEASING ASSOCIATES

Name of Secured Party

Signature of Secured Party

MARK M. CAPLAN, PARTNER

Type or Print (Include Title if Company)

Lucas Bros. Form T-1

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11.4

☐ TO BE

☒ NOT TO BE

RECORDED IN  
LAND RECORDS

275202

☐ SUBJECT TO

☒ NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF

\$

A.A.

88-659

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### FINANCING STATEMENT

1. Debtor (s):	{	<u>TDK Electronics Corp.</u>			
		Name or Names—Print or Type			
	{	<u>309 Woodshadow Court, Millersville, MD 21108</u>			
		Address—Street No., City - County State Zip Code			
	{	Name or Names—Print or Type			
		Address—Street No., City - County State Zip Code			
2. Secured Party:	{	<u>HARBOR LEASING ASSOC. II</u>			
		Name or Names—Print or Type			
	{	<u>701 Cathedral Street, Baltimore, Maryland 21201</u>			
		Address—Street No., City - County State Zip Code			

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

(1) Panafax UF 150 S/N - 17819171

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

RECORD FEE 11.00  
POSTAGE .50  
#219580 C777 R03 T14:28  
11/02/88

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☒ are ☐ are not covered.

DEBTOR (S):

SECURED PARTY:

Yukimichi Magoshi  
(Signature of Debtor)

Yukimichi Magoshi, Dir. of Acctg.

Type or Print

(Signature of Debtor)

Type or Print

Harbor Leasing Associates II

(Company, if applicable)

(Signature of Secured Party)

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC. II, 701 Cathedral Street, Baltimore, Maryland 21201 --

11.50

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# MARYLAND FINANCING STATEMENT AMENDMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 491

Page No. 383

Identification No. 259158

Dated 11/12/85

1. Debtor(s) { Marquette Medical, Inc.  
Name or Names — Print or Type  
2134 Espey Ct., #7, Crofton, A.A., Maryland 21114  
Address — Street No., City - County State Zip Code

2. Secured Party { The First National Bank of Maryland  
Name or Names — Print or Type  
18 West Street, Annapolis, A.A., Maryland 21401  
Address — Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. The above referenced Financing Statement is amended as follows: (attach separate list if necessary)

Please change the address of the Debtor from

2133 Defense Highway  
Crofton, Maryland 21114

to:

2134 Espey Ct., #7  
Crofton, Maryland 21114

and change the address of the Secured party to:

The First National Bank of Maryland  
18 West Street  
Annapolis, Maryland 21401

RECORD FEE 10.00  
POSTAGE .50  
#219530 0777 R03 T14:17  
11/02/88

TW

## DEBTOR

Earl D. Marquette Jr.  
(Signature)  
Marquette Medical, Inc. by  
Earl D. Marquette, Jr., President

## SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND  
Peggy A. Hall  
(Signature of Loan Officer)  
Peggy A. Hall, Asst. Vice Pres.  
(Print Name and Title)  
18 West Street  
(Address)  
Annapolis, Maryland 21401

1030

A.P.C.



275186

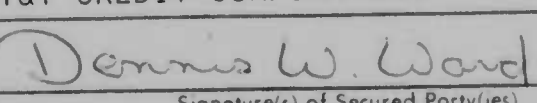
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This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First) and Address(es) <b>MENSH JOHN N.</b> <b>TRIGGS THERESA A.</b> <b>E-45 CRAIG DRIVE</b> <b>JESSUP MD 20794</b>	2 Secured Party(ies) Name(s) and Address(es) <b>PROFESSIONAL MH BROKERS</b> <b>10401 LANHAM-SEVERN ROAD</b> <b>LANHAM, MD 20706</b>	4 For Filing Officer Date Time No Filing Office <b>RECORD FEE 12.00</b> <b>#219460 C777 R03 T14:13</b> <b>11/02/88</b>	
5 This Financing Statement covers the following types (or items) of property <b>1979 BURLINGTON</b> <b>SERIAL # 4667</b> <b>AND INCLUDING ALL FURNITURE, FIXTURES,</b> <b>APPLIANCES AND APPURTENANCES THEREIN AND THERETO;</b> <b>INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S</b> <b>INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT.</b>		6 Assignee(s) of Secured Party and Address(es) <b>GREEN TREE ACCEPTANCE INC.</b> <b>2200 OPITZ BOULEVARD SUITE 245</b> <b>WOODBIDGE, VA 22194</b>	
8 Describe Real Estate Here.		9 Name of a Record Owner	
<input type="checkbox"/> Products of the Collateral are also covered		<input type="checkbox"/> This statement is to be indexed in the Real Estate Records	
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)	
By <u>John N. Mensh</u> Signature(s) of Debtor(s)		By <u>Theresa A. Triggs</u> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.)	
(3/83)		STANDARD FORM - FORM UCC-1 - Approved by Secretary of Commonwealth of Pennsylvania	

275137

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This <b>FINANCING STATEMENT</b> is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
ANNAPOLIS YACHT SALES, INC. 7416 EDGEWOOD ROAD ANNAPOLIS, MD 21403	AT&T CREDIT CORPORATION SUITE 300A, BRANDYWINE TWO BLDG. P.O. BOX 1008 CHADDS FORD, PA 19317	RECORD FEE 11.00 #219480 C777 R03 714:15 11/02/88
4. This financing statement covers the following types (or items) of property:  All of the Debtor's present and hereafter acquired, tangible, movable equipment, all goods, merchandise or other personal property held by the Debtor for sale or lease, and all furniture and fixtures, accounts receivable, contract rights, chattel paper, instruments and documents, all accessories and additions to the foregoing, substitutions and replacements thereto, and all right, title and interest of the Debtor therein and thereto, and all proceeds and products of any of the foregoing including, without limitation, insurance proceeds.		5. Assignee(s) of Secured Party and Address(es)
"Not Subject to Recordation Tax"		
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so)		Filed with:
<input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Anne Arundel County
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
ANNAPOLIS YACHT SALES, INC.	AT&T CREDIT CORPORATION	
By: 	By: 	
Signature(s) of Debtor(s)	Signature(s) of Secured Party(ies)	
(1) Filing Officer Copy-Alphabetical	STANDARD FORM - FORM UCC-1.	(For Use in Most States)

275138

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65

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and Address(es) <b>RUGGIERI ROBERT</b>  <b>196 WAYSON'S MHP</b> <b>LOTHIAN MD 20711</b>	2 Secured Party(ies) Name(s) and Address(es)  <b>PROFESSIONAL MH BROKERS</b> <b>10401 LANHAM-SEVERN ROAD</b> <b>LANHAM, MD 20706</b>	3 <input type="checkbox"/> The Debtor is a transmitting utility 4 For Filing Officer: Date Time No Filing Office <b>RECORD FEE 1.10</b> <b>RECORD FEE 9.90</b> <b>#219450 C777 R03 T14:13</b> <b>11/02/88</b>
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5 This Financing Statement covers the following types (or items) of property  
**1982 ZIMMER WINDSOR 14 X 70**  
**SERIAL # ZWI701414468**  
**AND INCLUDING ALL FURNITURE, FIXTURES,**  
**APPLIANCES AND APPURTENANCES THEREIN AND THERETO;**  
**INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S**  
**INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT**

6 Assignee(s) of Secured Party and Address(es)  
**GREEN TREE ACCEPTANCE INC.**  
**2200 OPITZ BOULEVARD SUITE 245**  
**WOODBIDGE, VA 22194**

7 ☐ The described crops are growing or to be grown on \*  
☐ The described goods are or are to be affixed to \*  
☐ The lumber to be cut or minerals or the like (including oil and gas) is on \*  
\*(Describe Real Estate in Item 8)

8 Describe Real Estate Here  
☐ This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					

11 If appropriate in this filing, the terms Debtor(s) and Secured Parties shall respectively mean:  
☐ Consignee(s) and Consignor(s), or  
☐ Lessee(s) and Lessor(s)

By **RUGGIERI ROBERT** *Robert C Ruggieri* **PROFESSIONAL MH BROKERS**  
Signature(s) of Debtor(s) By *DC Dwire, agent*  
Signature(s) of Secured Party(ies)  
(Required only if item 10 is checked)

(3/83) (1) Filing Officer Copy — Numerical  
STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

# FINANCING STATEMENT FORM UCC-1

Identifying File No. 275189

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ None

If this statement is to be recorded in land records check here ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name James A. Knaack d/b/a Knaacks Dairy Farm

Address 1140 Annapolis Rd. Odenton, MD 21113

## 2. SECURED PARTY

Name MIDLANTIC COMMERCIAL LEASING CORP.

Address 225 West 34th Street, New York, N. Y. 10122

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 - Beverage Air CF74-3 3 Door Merchandiser freezer  
208 Volt - 1 Phase

1 - Masterbuilt IHC-48 Ice Cream Hardening Cabinet - 40<sup>0</sup> -

RECORD FEE 12.00  
#219390 0777 R03 T14:08  
11/02/88

### CHECK THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

[Signature]  
(Signature of Debtor)

James A. Knaack

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

MIDLANTIC COMMERCIAL LEASING CORP.

L. BANKS

Type or Print Above Signature on Above Line

18

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275190

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

Colonial Auto Supply, Inc.  
835 Ritchie Highway  
Severna Park, MD 21146

2 Secured Party(ies) and address(es)

Cap-Co Leasing Company  
1430 North Meacham Road  
Schaumburg, IL 60173

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00  
#219380 0777 R03 T14:08  
11/02/88  
d

4 This financing statement covers the following types (or items) of property:

- 1 Master PT38 Pressure Tester with BTKA Kit
- 1 EPA Filter System

\*Not subject to recordation tax C/S/C \*

5 Assignee(s) of Secured Party and Address(es)

Capitol Leasing Company  
1430 N. Meacham Rd.  
Schaumburg, IL 60173

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

Filed with:

☐ already subject to a security interest in another jurisdiction when it was brought into this state

☐ which is proceeds of the original collateral described above in which a security interest was perfected

Check ☒ if covered: ☐ Proceeds of Collateral are also covered: ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Colonial Auto Supply, Inc.

By: X

Arthur Jones - Pres.

Signature(s) of Debtor(s)

Cap-Co Leasing Company

By:

Mona White Asst. Treas.

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.



## FINANCING STATEMENT FORM UCC-1

Identifying File No. 275191

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Henry HathawayAddress RD #3 Box 38, Centerville, MD 21617

## 2. SECURED PARTY

Name Outdoor PowerAddress 1915 Lincoln Drive  
Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

1-New 855 JD MFWD Tractor	S/N M00855D491484
1-New JD 70 Loader	S/N M00070B110718
1-New JD 272 Mower	S/N M00272X555653
1-New JD 135 Rear Blade	S/N M00135B101803
1-New JD 550 Tiller	S/N M00550 <u>E010601</u>

RECORD FEE 11.00  
POSTAGE .50  
#219350 CTT7 R03 T14:07  
11/02/88

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Henry J. Hathaway  
(Signature of Debtor)

Henry Hathaway  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Outdoor Power  
(Signature of Secured Party)

Outdoor Power  
Type or Print Above Signature on Above Line

1750

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

275132

Identifylog File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded to land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Boyce, David W. & Boyce, Loretta J., Individually and as Co-Partners  
Address 138 Cottage Grove Road Pasadena, MD 21122

2. SECURED PARTY

Name Elliott Equipment Company, Inc.  
Address 327 N. Aurora Street Easton, MD 21601  
First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:  
First Interstate Credit Alliance, Inc.  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

RECORD FEE 20.00  
POSTAGE .50  
#219320 0777 R03 T14:04  
11/02/88

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

David W. Boyce & Loretta J. Boyce, Individually and as Co-Partners

See attached for original signatures  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

Patrick White

(Signature of Secured Party)

Patrick White, Ass't Sec.

\_\_\_\_\_  
Type or Print Above Signature on Above Line

2050

CONDITIONAL SALE CONTRACT NOTE David W. Boyce & Loretta J.

TO: Elliott Equipment Company, Inc.

FROM: Boyce, Individually and as Co-Partners

327 N. Aurora Street Easton, MD 21601

138 Cottage Grove Road Pasadena, MD 21122

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) 1989 Peterbilt Tandem Axle

Tractor Model 379 W/sleeper, S/N

1XP5D89X9KN269754

One (1) 1988 Ravens 36' Dump Trailer, S/N 880654

\*\*See Schedule "A" attached hereto and made a part hereof for payment schedule.

(1) TIME SALES PRICE .....\$ 171,510.00

(2) Less DOWN PAYMENT IN CASH .....\$ -0-

(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-

(4) CONTRACT PRICE (Time Balance) .....\$ 171,510.00

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 138 Cottage Grove Rd. Pasadena, MD 21122

Record Owner of Real Estate: \_\_\_\_\_

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred seventy one thousand five hundred ten and 00/100\*\*

\*\*\*\*\* Dollars (\$ 171,510.00 )

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 11th day of November, 19 88, and continuing on the same date each month thereafter until paid; the first \*\* installments each being in the amount of \$ \*\* and the final installment being in the amount of \$ \*\*

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: October 10, 19 88

Accepted Elliott Equipment Company, Inc. (SEAL)  
(Print Name of Seller Here)

By: John W. Stahl, asst. sec.  
John W. Stahl, asst. sec.

(Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by \_\_\_\_\_

David W. Boyce & Loretta J. Boyce,  
Individually and as Co-Partners (SEAL)  
(Print Name of Buyer-Maker Here)

By: David W. Boyce  
Co-Buyer-Maker: David W. Boyce

Loretta J. Boyce (SEAL)  
(Print Name of Co-Buyer-Maker Here)

By: \_\_\_\_\_



**TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)**

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisalment, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTORS-ENDORSERS SIGN HERE:**

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) (Guarantor-Endorser)		_____ (L.S.) (Guarantor-Endorser)
_____ (L.S.) (Guarantor-Endorser)		_____ (L.S.) (Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____		_____ (SEAL) (Corporate, Partnership or Trade Name or Individual Signature)
_____ (Witness)		By: _____ (Signature: Title of Officer, "Partner" or "Proprietor")

} Signature  
of  
Seller

# ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated October 10, 1988

between Elliott Equipment Company, Inc. as Seller/Lessor/Mortgagee  
David N. Boyce & Loretta J. Boyce, Individually and as Co-Partners  
 and 138 Cottage Grove Road Pasadena, MD 21122  
 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 171,310.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 10th day of October, 19 88.

Elliott Equipment Company, Inc. (Seal)  
 (Seller/Lessor/Mortgagee)

By: Allen W. Staal  
Asst. Sec.

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICA-L-5A



275133

5342

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**FINANCING STATEMENT  
AND SECURITY AGREEMENT**

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es): (last name first)  J.E. Zimmerman Design 812 Chestnut Tree Drive Annapolis, Maryland 21401	2. SECURED PARTY  <b>THE ZAMOISKI CO.</b> 3000 Waterview Avenue Baltimore, Maryland 21230
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3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

RECORD FEE 11.00

POSTAGE .50

6. Return to: Secured Party (Md.)

#219280 C777 R03 11/02/88

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

J.E. Zimmerman Design

SECURED PARTY:

(Type Name)	THE ZAMOISKI CO.
By: <u>Joan Zimmerman</u> (SEAL)	By: <u>John J. Mulkey</u>
Joan Zimmerman, Owner	John J. Mulkey
By: _____ (SEAL)	Vice President/Treasurer
	(Date Signed by Debtor) 19 ____

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.  
Under each signature, type or print name of person signing and title, if any.  
MD, VA, DC, PA - Inventory

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1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.
2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and/or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.
3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.
4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.
5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

5342 75 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 275134

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 10/14/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Severna Park Photo Inc.

Address 555 Baltimore Annapolis Blvd./ Severna Park, MD 21146

2. SECURED PARTY

Name Orient-U.S. Leasing Corp.

780 Third Ave/Ste 1901

Address New York, NY 10017

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

(1) Fuji Photo Film Minilab Series 23  
and all accessions or replacements thereto  
and all proceeds thereof, without power of  
sale under that certain lease dated: 10/14/88  
Location:

Same As Above Address

Name and address of Assignee

07F116-5785

Anne Arundel Co

NOT SUBJECT TO RECORDATION TAX

(1 of 2)

Lease #20027

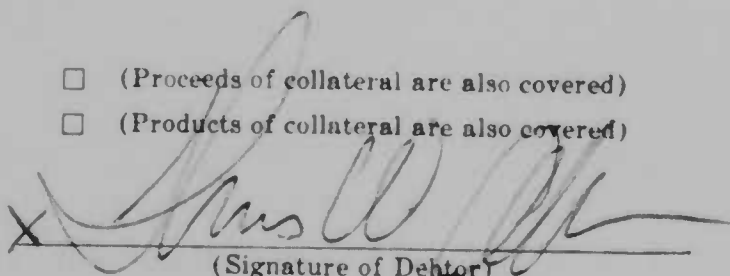
CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

X   
(Signature of Debtor)

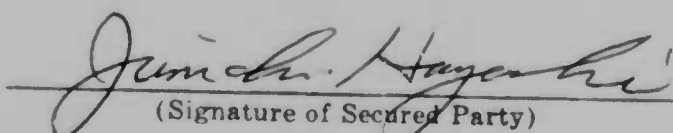
Severna Park Photo Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

RETURN ACKNOWLEDGEMENTS TO  
NATIONWIDE INFORMATION  
52 JAMES ST.  
ALBANY, N.Y. 12207

  
(Signature of Secured Party)

Orient-U.S. Leasing Corporation

Type or Print Above Signature on Above Line



5349 76

275135

TO BE RECORDED AMONG THE CHATTEL RECORDS  
OF ANNE ARUNDEL COUNTY, MARYLAND

## FINANCING STATEMENT

Check below if goods are  
or are to become fixtures.

☐ TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use  
File No. \_\_\_\_\_  
Date & \_\_\_\_\_  
Hour \_\_\_\_\_

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any) \_\_\_\_\_

Name(s) of Debtor(s) or assignor(s) No. Street City State  
(Last Name First)

KITCHEN BAZAAR OF ANNAPOLIS, INC., 1098 Taft Street, Rockville, Maryland 20850  
a Maryland corporation or  
138 Annapolis Mall, Annapolis, Maryland 21401

Name of Secured Party or assignee No. Street City State

SOVRAN BANK/DC NATIONAL, 1801 K Street, N.W., Washington, D.C. 20006

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

RECORD FEE 11.00  
RECORD TAX 350.00  
POSTAGE .50  
#319690 0237 R02 T10:14  
11/03/88

See Schedule "A" attached hereto and incorporated herein by reference.

SOVRAN BANK/DC NATIONAL  
1801 K Street, N.W.  
Washington, D.C. 20006  
ATTN: Documentation Review

RETURN TO:

(If affixed to realty—state value of each article)

## CHECK 3 THE LINES WHICH APPLY

2. ☐ If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

3. ☐ If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.

4. ☒ Proceeds of collateral are also covered: ☒ Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement is ~~not~~ subject to the Recordation Tax imposed by Article 31, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is \$1,000,000.00 of which \$50,000.00 is taxable, recordation tax = \$350.00

Debtor(s) or assignor(s)

KITCHEN BAZAAR OF ANNAPOLIS, INC.

SOVRAN BANK/DC NATIONAL

(Seal)

By:

Alan M. [Signature]  
President

(Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee

Assistant Vice President

(Type or print name under signature)

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

1100  
350.00

11-

SCHEDULE "A" TO THE FINANCING STATEMENT

The collateral covered by this Financing Statement located at 138 Annapolis Mall, Annapolis, Maryland 21401, and/or elsewhere, is:

(a) Furniture, Fixtures, Equipment and Supplies Collateral. All of the Debtor's present and future furniture, fixtures, equipment and supplies of every type and nature now or hereafter used in the Debtor's business, and all increases, substitutions, replacements and additions to the foregoing, of every type, including cash and non-cash proceeds; and

(b) Inventory Collateral. All of the Debtor's present and future inventory, including goods, wares, merchandise, and other tangible personal property now owned or hereafter acquired by the Debtor which are held for sale or lease or are furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the Debtor's business, including supplies and materials and finished goods, and all products of and accessions to the foregoing, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds.



\*\*\*\*\*CROSS INDEX INTO FINANCE\*\*\*\*\*

Check below if goods are  
or are to become fixtures.

For Filing Officer Use

File No. ....

Date &  
Hour .....

Name of Secured Party or assignee	No.	Street	City	State
Griffith Consumers Company	2510	Schuster Dr.	Cheverely	Maryland 20781

☐ CONTINUATION  
The original Financing Statement identified above by file number is still effective.

☒ TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.

☐ RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.

☐ ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

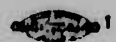
☐ OTHER

920010 6777 R03 714:52  
11/02/99

Signature of Secured Party or Assignee

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

12850



534 - 79

- 80

# 's not used

11 - 2 - 88

534 - 79

- 80

# 's not used

11-2-88

275274

☒ TO BE☐ NOT TO BERECORDED IN  
LAND RECORDS☐ SUBJECT TO☒ NOT SUBJECT TORECORDING TAX  
ON PRINCIPAL  
AMOUNT OF

\$

## FINANCING STATEMENT

GIANT FOOD INC.

Name or Names—Print or Type

P.O. Box 1804, Washington, D.C. 20013

Address—Street No., City - County State Zip Code

1. Debtor(s):

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

GenPAK TORONTO, Division of HAMELIN GROUP INC.

Name or Names—Print or Type

260 REXDALE BOULEVARD, REXDALE, ONTARIO, CANADA M9W 1R2

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). H & F Rot-O-Min Model 6000/10/578 Ice Cream Filler, complete as specification on proposal dated 21/12/87 with unscrambler, container turning system, 3 Flavour nozzles, recommended parts kit, 2 sets of change parts to run GenPak 1500R and 992 lid, and GenPak 1600 and 990 lid. - Connections for retrofitting 1/2 gallon containers at a later date.

4. If above described personal property is to be affixed to real property, describe real property.

N/A

RECORD FEE 21.00  
#234100 C040 R04 109120  
11/03/88

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral ☐ are ☒ are not covered.

7. Products of collateral ☐ are ☒ are not covered.

DEBTOR(S):

SECURED PARTY:

GIANT FOOD INC.

(Signature of Debtor)

Type or Print

(Signature of Debtor)

Type or Print

GenPAK TORONTO, Division of  
HAMELIN GROUP INC.

(Company, if applicable)

Per.

(Signature of Secured Party)

GUY BELLEMARE - CORPORATE CONTROLLER

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address WEINBERGER, WEINSTOCK, SAGNER, STEVAN & HARRIS, P.A.  
345 N. Charles Street, Baltimore, Maryland 21201

Lucas Bros. Form F-1

21.00

CONDITIONAL SALE AGREEMENT

THIS AGREEMENT made the 27th day of January, 1988.

B E T W E E N :

BOOK 534 PAGE 82

GenPak Toronto, Division of Hamelin Group Inc.

("Vendor")

- and -

Giant Food Inc.

("Purchaser")

Vendor hereby sells and Purchaser hereby purchases and agrees to pay for the following equipment, upon and subject to the terms and conditions set forth herein.

DESCRIPTION OF EQUIPMENT AND PURCHASE PRICE

H & F Rot-O-Min Model 6000/10/578 Ice Cream Filler, complete as specification on proposal dated 21/12/87, with unscrambler, container turning system, 3 Flavor nozzles, recommended parts kit, 2 sets of change parts to run GenPak 1500R and 992 lid, and GenPak 1600 and 990 lid. Connections for retrofitting 1/2 gallon containers at later date.

Total purchase price - \$99,280.00 U.S. funds.

PROJECTED DELIVERY DATE

April, 1988

TERMS OF PAYMENT

\$ 33,093.00 to accompany the execution of this Agreement. Balance of the purchase price to become due and be payable in 36 equal consecutive monthly payments, free of all interest and other finance charges, commencing on the first day of the month following the date of delivery to Purchaser. The purchase price includes export crating, freight, transportation and insurance F.O.B. East Coast (Purchaser pays inland freight to final destination), duty, brokerage, installation, testing and start-up, but does not include sales, use, excise or other taxes. All such taxes or other charges applicable to the sale, transport or use of the equipment shall be paid by Purchaser, or reimbursed to Vendor if prepaid.

TERMS AND CONDITIONS

It is agreed that the Standard Terms and Conditions of Sale set forth on the reverse side hereof form an integral part of this contract and are binding upon the parties hereto.

..... ("Vendor")  
GenPak Toronto, Div. of Hamelin Group Inc.

Per: \_\_\_\_\_ c/s

..... 3-8-88 ("Purchaser")  
.....

Per: Giant Food Inc. \_\_\_\_\_ c/s



-2-

STANDARD TERMS AND CONDITIONS OF SALE

1. Projected delivery date is based upon the best expectations of Vendor's ability based upon causes within Vendor's control, but Vendor shall not be responsible for damages or losses by reason of delays in delivery due to any other causes.
2. If the delivery of equipment which is ready for delivery on or after scheduled delivery date is delayed at Purchaser's request, the terms of payment run from the date Vendor notifies Purchaser that the equipment is ready for delivery. After such date, Purchaser shall be liable for warehousing, insurance and any premium shipping charges.
3. Vendor warrants equipment to be free from defects in material and workmanship for a period of three months from date of installation, subject to the following provisions. Vendor's liability is limited to the original Purchaser and to the expense of repairing or replacing any piece of equipment or part proven to be defective by Vendor's inspection within ninety days of the original date of installation. This warranty shall not apply to any parts which have been subjected to misuse, negligence or accident. The liability of Vendor for any loss or damage to the equipment, whether the claim is based upon contract, negligence or otherwise, shall not in any case exceed the cost of correcting defects in the equipment as herein provided, and upon expiration of the warranty, all such liability shall terminate. Vendor shall not be liable for any loss or damages resulting from bacteriological or other spoilage of any product packaged by the use of the equipment. This warranty comprises Vendor's sole and entire warranty obligations and liability in connection with the equipment sold.
4. Unless otherwise specified in the Agreement, all costs incidental to unloading equipment, installation and start-up in the plant shall be borne by the Purchaser.
5. The equipment is being sold by Vendor to Purchaser on the mutual understanding and express agreement that until the entire purchase price of the equipment is paid in full, Purchaser will only use the equipment in conjunction with containers and lids supplied by Vendor. In the event that Purchaser uses the equipment in conjunction with containers and/or lids supplied by anyone other than Vendor without Vendor's consent in writing, then the whole of the balance then owing shall immediately become due and payable.
6. Whenever the word "equipment" herein is used it shall include the property described herein, with all present or hereafter acquired attachments, accessories, replacement parts and equipment. The equipment shall be and shall remain personal or moveable property, and shall not be part of any realty, even though affixed or attached thereto and whether or not placed upon a permanent foundation.
7. Purchaser acknowledges that the Vendor shall have a security interest in the equipment and title to the equipment and ownership of the equipment shall remain in the Vendor at the Purchaser's risk until all amounts due hereunder are paid in cash. Purchaser agrees to be liable for all loss or damage to the equipment, however caused, and assumes all the obligations and risks of an absolute owner, and agrees to indemnify and save harmless Vendor from any and all loss or damage to persons or property caused by reason of the ownership, use or operation of the equipment. The loss, injury, confiscation or destruction of the equipment, however caused, shall not operate to release Purchaser from liability hereunder.

8. Purchaser agrees that Purchaser will not, without written consent of the Vendor, use the equipment for hire, or part with possession or control thereof, or remove or permit the equipment to be removed from the building within which it is installed at the time of delivery, that Purchaser will keep the equipment in good condition, and will permit Vendor to examine the same upon request, that Purchaser will keep the equipment free and clear of all liens and encumbrances, and if any lien or encumbrance is placed or acquired against the equipment, Vendor may pay off the same and add the amount thereof, with all costs to the amount hereby secured, which amount shall become due and payable forthwith, and shall bear interest at the rate of 15% per annum until paid.
9. Purchaser shall fully insure and keep fully insured the equipment against risk of fire and theft with loss payable to Vendor and shall furnish evidence of such insurance to Vendor on request. Should Purchaser fail to insure and furnish evidence thereof as required, Vendor may, at Vendor's option, insure the equipment and add the premium to the amount remaining outstanding hereunder.
10. Time is of the essence of this contract, and the balance of the indebtedness remaining unpaid hereunder at any time, including any amounts which Vendor is entitled to add hereto under the terms hereof, shall, at the election of Vendor (notice of which election being hereby waived by Purchaser) immediately become due and payable if Purchaser makes default in any monthly payment hereunder, makes default in payment on demand of any insurance premium paid by Vendor pursuant to Paragraph 10 hereof, makes default in compliance with any of the covenants, promises, stipulations or conditions hereof or if the equipment be misused, damaged or destroyed, or if Vendor deems the equipment to be in danger of misuse, damage or destruction, or of seizure, distress or confiscation, or deems itself insecure; and shall, without any election of Vendor, immediately become due and payable if the equipment be seized, distrained or confiscated, or if any execution, attachment or other right be levied on any of Purchaser's property or if any bankruptcy, receivership, winding-up, or insolvency proceedings be instituted by or against Purchaser or property of Purchaser. Upon the balance of the indebtedness remaining unpaid hereunder after becoming due and payable for any reason, Vendor may sue for the balance unpaid and/or may take possession of the equipment wherever it may be found and for such purpose may enter on the land where the equipment is located without notice or demand and with our legal process. Notwithstanding anything herein contained, if Purchaser makes default in payment of any of the instalments of principal and/or interest due hereunder and Vendor does not elect to have the balance of the indebtedness then outstanding become due and payable, and such default continues for a period of thirty days, Purchaser shall pay to Vendor as liquidated damages an amount equal to 15% per annum on each such default payment from the date of default until payment.
11. If the equipment comes into possession of Vendor through repossession, voluntary surrender thereof by Purchaser or otherwise, Vendor may at its option resell the said equipment for its own account, in which case, all payments previously made shall remain the property of Vendor as payment for use and depreciation of the equipment and not as a penalty, or Vendor may resell the equipment on behalf of Purchaser either at a public or private sale in such a manner and for such amount and upon such terms as Vendor may deem proper and to that end may house or store the equipment and repair or recondition the same, and Vendor may bid and purchase on any sale. From the proceeds of any sale, Vendor may deduct all expenses for the retaking, housing, storing, repairing, reconditioning, and selling of the equipment, including the cost of Vendor's solicitors as between solicitor and client. Purchaser hereby waives all claims for damages arising out of the repossession, removal or resale of the goods as against Vendor.

12. Vendor shall have the right to enforce one or more remedies successively or concurrently and such action shall not operate to estop or prevent Vendor from pursuing any further remedy which it may have. Purchaser warrants that the information supplied to Vendor is true and was given to Vendor to induce Vendor to enter into this contract.
13. Purchaser and Vendor agree that this contract shall be interpreted, construed and be governed by and in accordance with the laws of the Province in which the equipment is installed. Purchaser and Vendor further agree that should any clause, condition or term, or any part thereof, contained in this contract be unenforceable or prohibited by present or future provincial or federal legislation, then such clause, condition, term, or part thereof, shall be amended, and is hereby amended, so as to be in compliance with the said legislation but, if such clause, condition, term or part thereof cannot be amended so as to be in compliance with the said legislation, then such clause, condition, term or part thereof is severable from this contract, and all the rest of the clauses, terms and conditions or parts thereof contained in this contract shall remain unimpaired.
14. All previous communications between the parties are hereby abrogated, it being acknowledged and agreed that this contract constitutes an entire contract and there are no representations, warranties, conditions or guarantees, express or implied, statutory or otherwise, other than as contained herein.
15. It is agreed that Vendor shall have the right to assign this contract, together with the Vendor's title in, and ownership of, the equipment, and in the event of such assignment Vendor shall not be deemed the agent of the assignee for any purpose. Such assignment shall not relieve Vendor from any of its obligations or commitments to Purchaser as set out herein or as provided by law. Purchaser acknowledges receipt of a signed copy of this Agreement.
16. Save as aforesaid, this contract shall apply to, enure to the benefit of, and bind the heirs, executors, administrators, successors, and assigns of the parties hereto.
17. It is hereby agreed that in construing these presents, the word "Purchaser" and "Vendor" shall be read and construed as "Purchasers" and "Vendors" as the number of each such party in each case require, and the number of the verb and any pronoun agreeing therewith, shall be construed as agreeing with the said word so substituted. All covenants, liabilities and obligations entered into or imposed hereunder upon Purchaser shall be joint and several in the event there is more than one Purchaser.

# FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es): (last name first)	2. SECURED PARTY
RARE, INC. P. O. BOX 150, 1220 Holly Drive SHADY SIDE, MD. 20764	THE PARADIES DISTRIBUTING CO. 3000 Waterview Avenue Baltimore, Maryland 21230

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

SECURED PARTY:

#234150 0040 R04 T09+31  
11/03/88

RARE, INC.

(Type Name)

THE PARADIES DISTRIBUTING CO.

By: William R. Rutan (SEAL)  
William R. Rutan, Pres.

By: Lena J. Schelling  
10/17 19 88  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.  
Under each signature, type or print name of person signing and title, if any.  
MD, VA, DC, PA - Inventory

1106



1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations. Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely; (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

FINANCING STATEMENT  
AND SECURITY AGREEMENT

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es): (last name first)	2. SECURED PARTY
RARE, INC. P. O. BOX 150, 1220 Holly Drive SHADY SIDE, MD. 20764	THE ZAMOISKI CO. 3000 Waterview Avenue Baltimore, Maryland 21230

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

RECORD FEE 10.00  
POSTAGE .50  
#234160 C040 R04 109133  
11/03/08

DEBTOR:

SECURED PARTY:

RARE, INC.  
(Type Name)

THE ZAMOISKI CO.

By: William R. Rutan (SEAL)  
William R. Rutan, Pres.

By: Lena J. Schelling  
10/17 19 88  
(Date Signed by Debtor)

By: \_\_\_\_\_ (SEAL)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.  
Under each signature, type or print name of person signing and title, if any.  
MD, VA, DC, PA - Inventory

10-50



**FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE**  
**Terms and Conditions of Security Agreement**

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations. Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

# Butler Leasing Company

BOOK 534 PAGE 90

## FINANCING STATEMENT (FORM UCC-1)

Identifying File No. 275277

Not Subject to Recording Tax (Agreement with Nominal Purchase Option)

### LESSEE (DEBTOR):

Second Genesis, Inc.

4720 Montgomery Lane, Suite 502  
Bethesda, Md. 20814

### LESSOR (SECURED PARTY):

BUTLER LEASING COMPANY  
9861 Broken Land Parkway, Suite 210  
Columbia, Maryland 21046

RECORD FEE 11.00  
POSTAGE .50  
#234220 C040 R04 109138  
11/03/08

### ASSIGNEE OF LESSOR:

FIRST PENNSYLVANIA BANK, N.A.  
1500 Market Street, 19th Floor  
Philadelphia, PA 19101

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY  
( ) If checked, see Equipment Schedule attached hereto and made a part hereof.

- 1 Telcoa Intertel ESP 2460 Telephoon System including: 1) ksu w/power supply, CPU card, EXP card.  
1) A.C. Line Surge Protector, 1) C.O. Lightning Protector,  
3) Station A Cards, 4) Station B Cards, 1) COU Line Card, 20) ESLI Telephones,  
14) 8-Button Key Telephones, 1) 12-Button Keyset, 1) DSS/BLF Console,  
1) Battery Back-up, 1) 20 Watt Amplifier, 40) Ceiling Speaker Cable Runs and TIE Cable

PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES AND PROCEEDS OF COLLATERAL  
(including Insurance Proceeds) ARE COVERED HEREUNDER

EQUIPMENT LOCATION: 107 Circle Dr., The Phillips Biuilding, Crownsville, Md.,

LESSEE (DEBTOR):  
Second Genesis, Inc.

LESSOR (SECURED PARTY):  
BUTLER LEASING COMPANY

BY: [Signature]  
Alan M. Rochlin, Ph.D., Vice-President  
PRINT NAME & TITLE

BY: [Signature]  
DEBORAH SCHERR, CREDIT MANAGER

TO THE FILING OFFICER: After this statement has been recorded please return to:

BUTLER LEASING COMPANY  
P. O. Box 609  
Columbia, MD 21045-0609



## STATE OF MARYLAND

BOOK 534 PAGE 91

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 275217

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ LESSEE

Name Anne Arundel Community College

Address 101 College Parkway, Careers Center, Room 210, Arnold, MD 21012

2. ~~SECURED PARTY~~ LESSOR

Name Prime Computer, Inc.

Address Prime Park

Natick, MA 01760

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

One (1) Standard EXL 325 Computer system and related equipment as listed on the Schedule A and Schedule A Addendums to the Equipment Lease. Included, but not limited to all replacements, parts, addition and accessories incorporated therein or affixed thereto, now or hereafter acquired. This financing statement is a permissive filing made in the event that contrary to the intent of the parties, the lease governing this transaction is held to be a secured transaction under Article 9 of the Uniform Commercial Code. #3735-00 (c)

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

TRUE LEASE - NOTICE PURPOSES ONLY

- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00  
#234230 0040 204 109138  
11/03/88

- ☐ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)

R.S. Mastroberti X  
(Signature of ~~Debtor~~ Lessee)

R.S. MASTROBERTI - DEAN OF ADMIN.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of ~~Secured Party~~ Lessor)

S. F. Mehigan

Type or Print Above Signature on Above Line

\_\_\_\_ TO BE  
XXX NOT TO BE

RECORDED IN  
LAND RECORDS

\_\_\_\_ SUBJECT TO  
XXX NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ \_\_\_\_\_

BOOK **534** PAGE **92**  
**275213**

FINANCING STATEMENT

1. DEBTOR (S):

BRONSON BACKHOE SERVICE  
Name or Names - Print or Type  
745 OAK GROVE CIRCLE-SEVERNA PARK, ANNE ARUNDEL-MD. 21146  
Address - Street No., City - County State Zip Code  
\_\_\_\_\_  
Name or Names - Print or Type  
\_\_\_\_\_  
Address - Street No., City - County State Zip Code

2. SECURED PARTY:

MID-ATLANTIC EQUIPMENT COMPANY  
Name or Names - Print or Type  
9107 OWENS DRIVE, MANASSAS PARK, VIRGINIA 22111  
Address - Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe & Attach separate list if necessary).

(1) Dynapac Model CA15 Smooth Drum Roller, S/N 2097

4. If above described personal property is to be affixed to real property, describe real property.

N/A

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral xxx are, \_\_\_\_ are not covered.

7. Products of collateral \_\_\_\_ are, xxx are not covered.

RECORD FEE 11.00  
POSTAGE .50  
#234240 C040 R04 T09140  
11/03/08  
*[Signature]*

DEBTOR (S):

SECURED PARTY:

*[Signature]*  
\_\_\_\_\_  
Signature of Debtor  
BRONSON BACKHOE SERVICE  
\_\_\_\_\_  
Type or Print  
*11-50*  
\_\_\_\_\_  
Signature of Debtor  
\_\_\_\_\_  
Type or Print

MID-ATLANTIC EQUIPMENT COMPANY  
\_\_\_\_\_  
Company, if applicable  
TOM LLOYD  
\_\_\_\_\_  
Signature of **CREDIT MANAGER**  
\_\_\_\_\_  
Type or Print (include title & Co. if)

To the filing Office: After this settlement has been recorded please mail the same to:

Name & Address MID-ATLANTIC EQUIPMENT COMPANY, 9107 OWENS DRIVE, MANASSAS PARK, VA 22111

275185

BOOK 534 PAGE

93

## FINANCING STATEMENT

1. X To Be Recorded in the Financing Records and Land Records of Anne Arundel County, Maryland.
2. \_\_\_\_\_ To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
3. \_\_\_\_\_ Not Subject to Recordation Tax.
4. X Recordation Tax has been paid on the principal amount of Three Hundred Twelve Thousand Dollars (\$312,000.00) in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s) Address(es)
 

RALPH W. CROSBY	139 Wallace Manor Road Edgewater, Maryland 21037
CARLOTTA CROSBY	139 Wallace Manor Road Edgewater, Maryland 21037
6. Secured Party Address
 

The Annapolis Banking and Trust Company	Church Circle Annapolis, Maryland 21401
--	--

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated October 21<sup>st</sup>, 1988 from Debtor(s) to John M. Suit, II and David D. Truitt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules if ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon

located, whether said accounts receivable are now in existence or hereafter created.

DEBTOR(S):

SECURED PARTY:

THE ANNAPOLIS BANKING AND TRUST  
COMPANY

Ralph W. Crosby (SEAL)  
RALPH W. CROSBY

John. Suit, II (SEAL)  
JOHN. SUIT, II, Executive  
Vice-President

Carlotta Crosby (SEAL)  
CARLOTTA CROSBY

Mr. Clerk: Please return to:

William H. Buck  
P.O. Box 1911,  
Annapolis, Maryland 21404



EXHIBIT "A"

PARCEL NO. 1:

BEING KNOWN AND DESIGNATED as Lot 1-A, as shown on survey entitled, "Administrative Lot Line Change Lots 1, 2 and 3 Resubdivision Block 8, Cove of Cork", and recorded among the Land Records of Anne Arundel County in Liber 3864, folio 695.

PARCEL NO. 2:

BEING KNOWN AND DESIGNATED AS Lot 1-B, as shown on survey entitled, "Administrative Lot Line Change Lots 1, 2 and 3 Resubdivision Block 8, Cove of Cork", and recorded among the Land Records of Anne Arundel County in Liber 3864, folio 695.

275250

☐ TO BE  
☒ NOT TO BE

RECORDED IN  
 LAND RECORDS

☐ SUBJECT TO  
☒ NOT SUBJECT TO

RECORDING TAX  
 ON PRINCIPAL  
 AMOUNT OF  
 \$

## FINANCING STATEMENT (PURCHASE MONEY)

1. Debtor(s):

Daniel Yi  
 Name or Names—Print or Type  
 706 N. Crain Highway; Glen Burnie, Anne Arundel County,  
 Address—Street No., City - County State Zip Code  
 Maryland 21061

2. Secured Party:

Fischer Engineering Corporation  
 Name or Names—Print or Type  
 506 Club Lane, Towson, Baltimore County, Maryland 21204  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

All inventory, equipment, lease agreements and other assets of "Ye Ole Wheel Shop". See Exhibit A "Ye Ole Wheel Shop - Assets, Equipment List" and Exhibit B "Ye Ole Wheel Shop - Inventory List"

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

RECORD FEE 13.00  
 POSTAGE .50  
 #234330 C040 R04 T07:50  
 11/03/08

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☐ are ☐ are not covered.

DEBTOR(S):

SECURED PARTY:

(Signature of Debtor)  
 Daniel Yi  
 Type or Print  
 (Signature of Debtor)  
 Type or Print

Fischer Engineering Corporation  
 (Company, if applicable)  
 By: (Signature of Secured Party)  
 Frederick S. Fischer, Jr., President  
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Jeffrey P. Hanes, Esq., 2117 N. Charles St., Baltimore, MD 21218

Lucas Bros. Form F-1

EXHIBIT "A"

ASSETS EQUIPMENT LIST.

- 1 COATES MODEL RC-SA TIRE CHANGER
- 1 INGERSOLL-RAND MODEL 303 DIE GRINDER
- 1 DAYTON BLAST CABINET MODEL 3Z947
- 1 DAYTON VACUUM MODEL 2Z563E
- 1 DAYTON HYDRAULIC PUMP MODEL 4Z480
- 1 INGERSOLL-RAND AIR COMPRESSOR TYPE 30 -
- SERIAL # 30T 525255 MODEL 71T2
- 1 DYNABRADE DISC SANDER MODEL 50100
- 1 BINKS SPRAY GUN MODEL 81-350
- 1 DAYTON BENCH GRINDER MODEL 4Z671B
- 1 PHOENIX TIRE BALANCER MODEL CB-114
- 1 LINCOLN FLOOR JACK MODEL # 93642
- 1 SHARPE SPRAY GUN MODEL "D"
- 1 DREMEL MOTO-TOOL KIT MODEL 395
- 1 BLACK & DECKER ANGLE POLISHER
- 1 BINKS BENCH TYPE SPRAY BOOTH BFA 3/6-6-T-E
- 1 BEDWIL HYDRAULIC CAR LIFT MODEL SP-45
- 1 DAYTON HYDRAULIC CYLINDER RAM MODEL 4Z488
- 1 RECORD A CALL ANSWER MACHINE MODEL 2120
- 1 METABO ANGLE GRINDER MODEL AG 550
- 1 BISHMAN TIRE BALANCER MODEL 81 SINGLE PHASE
- 1 BISHMAN TIRE BALANCER MODEL 81 THREE PHASE
- 3 WHEEL PRESSES - NO MODEL NUMBER
- ALL MISCELLANEOUS HAND TOOLS
- ALL MISCELLANEOUS EQUIPMENT
- 1 UNMARKED FLOOR JACK
- ALL OFFICE EQUIPMENT AND FURNISHINGS

EXHIBIT "B"  
INVENTORY LIST

BOOK 534 PAGE 98

ALL PAINT SUPPLIES

ALL POLISHING SUPPLIES

4	15"	NEW DUNLOP CHROME WIRE WHEELS			
2	14"	NEW DUNLOP	"	"	"
2	19"	"	"	PAINTED	"
1	15"	"	"	"	"
1	15"	USED 5 BOLT CHROME	"	"	"
1		" MOTORCYCLE	"	"	"
1	14"	" RIM STEEL	"	"	WHEEL
2	15"	NEW CHROME MERCEDES BENZ ALLOY W/ CENTER CAP			
4	24K	GOLD / CHROME	"	"	CENTER CAPS
20	15"	USED CHROME WIRE WHEEL CORES			
2	14"	"	"	"	"
4	16"	" PAINTED	"	"	"
16	15"	"	"	"	"
19	14"	"	"	"	"
25	13"	"	"	"	"
62		MISCELLANEOUS STEEL WHEELS			
82		" ALLOY	"		
23		" USED TIRES			
16		" TUBES			



275251

<input type="checkbox"/> TO BE	} RECORDED IN LAND RECORDS	<input checked="" type="checkbox"/> SUBJECT TO	} RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 15,000.00
<input checked="" type="checkbox"/> NOT TO BE		<input type="checkbox"/> NOT SUBJECT TO	

FINANCING STATEMENT

1. Debtor(s):	{	Daniel Yi			
		Name or Names—Print or Type			
		611 North Crain Highway, Glen Burnie, Anne Arundel County,			
		Address—Street No.,	City - County	State	Zip Code
				Maryland	21061
2. Secured Party:	{	Name or Names—Print or Type			
		Fischer Engineering Corporation			
		Name or Names—Print or Type			
		506 Club Lane, Towson, Baltimore County, Maryland 21204			
		Address—Street No., City - County State Zip Code			

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).  
All equipment and assets of Debtor, trading as Stafford Welding Company, 611 N. Crain Highway, Glen Burnie, Maryland 21061. See attached Exhibit 1 for partial Equipment List.
4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

RECORD FEE 11.00  
RECORD TAX 105.00  
POSTAGE .50  
#234340 CG40 R04 T09:51  
11/03/00

6. Proceeds of collateral ☒ are ☐ are not covered.
7. Products of collateral ☐ are ☐ are not covered.

DEBTOR(S):

SECURED PARTY:

(Signature of Debtor)

Daniel Yi

Type or Print

(Signature of Debtor)

Type or Print

Fischer Engineering Corporation

(Company, if applicable)

By: Frederick S. Fischer, Jr.

(Signature of Secured Party)

Frederick S. Fischer, Jr., President

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Jeffrey P. Hanes, Esq., 2117 North Charles St., Baltimore, Maryland

Lucas Bros. Form F-1

21218

Exhibit 1 - Stafford  
Welding Company

JH 315917

1. MILLER DIAL ARC HI FREQ  
ARC WELDER. w/HELI ARC TORCH  
#961339
2. MILLER MATIK WC3  
LSP 144C
3. AIRCO MIGET GUN  
#6008402
4. MILLER HI FREQ 250-1 w/HELI ARC  
TORCH  
MO3033V
5. SPEED AIR COMPRESSOR 5 HP  
JH 224621
6. MILLER SIDE KICK MIG WELDER  
57845
7. BENCH GRINDER  
9900119
8. COOLING SYSTEM FEUSH CENTER  
01407
9. 2 4 TON HYD. JACKS  
IFRE15F
10. 83 FORD 150 WORK TRUCK  
200000  
771
11. MILLER PORTABLE ARC WELDER  
J60028411
12. GAS WELDING + TORCH EQUIPT.
13. AIR CUTTING TOOLS + DIE GRINDER.
14. STORAGE CONTAINER  
8811402
15. LINCOLN ARC WELDER AC/DC  
3306263
16. ROPER MICRO WAVE OVEN

## STATE OF MARYLAND

## FINANCING STATEMENT FORM UCC-1

BOOK 534 PAGE 99  
Identifying File No. 275252

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-  
tion tax indicate amount of taxable debt here. \$ 167,500If this statement is to be recorded  
in land records check here. ☐This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

## 1. DEBTOR

Name CORRELL, GERALD C. and CORRELL, KATHRYN A.

Address 1725 TEDBURY STREET, CROFTON, MD 21035

## 2. SECURED PARTY

Name Maryland National Bank

Retail Finance Division

Address 7178 Columbia Gateway Drive

Columbia, Maryland 21045

Person And Address To Whom Statement Is To Be Returned If Different From Above

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

1989 GOLDEN STAR 43' HULL #: GSY43103B789

BOAT STORAGE: (S) PINEY NARROWS YACHT HAVEN KENT, MD

(W) SAME AS SUMMER

Name and address of Assignee

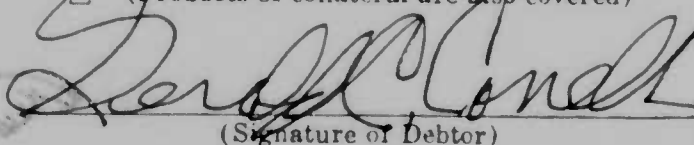
RECORD FEE 12.00

RECORD TAX 1172.50

POSTAGE .50

#234350 0040 004 109:53

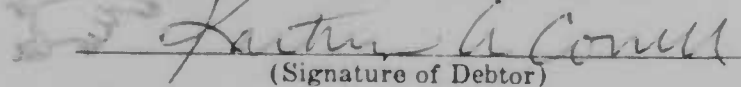
11/03/88

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)  
(Signature of Debtor)

Sign Here

GERALD C. CORRELL

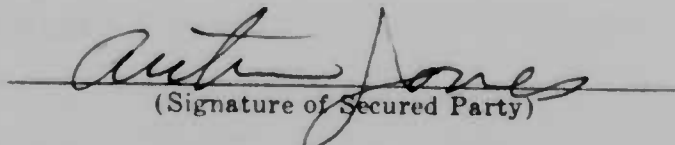
Type or Print Above Name on Above Line

  
(Signature of Debtor)

Sign Here

KATHRYN A. CORRELL

Type or Print Above Signature on Above Line

  
(Signature of Secured Party)Maryland National Bank  
Type or Print Above Signature on Above Line

## STATE OF MARYLAND

BOOK 534 PAGE 100

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 275253

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Kop-Flex, Inc.

Address 100 Harmans Road, Harmans MD 21077

## 2. SECURED PARTY

Name MetLife Capital Credit Corporation

Address Ten Stamford Forum

Stamford, CT 06904

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Various Unisys Computer equipment more fully described on Exhibit A, made a part hereof and attached hereto.

Name and address of Assignee

Equipment is leased, filed for information purposes only.

Filed Ann Arundel county

RECORD FEE 11.00  
#234370 0040 R04 109155  
11/03/88

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Kop-Flex, Inc.

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

James E. Stevenson VR  
VR CFO

MetLife Capital Credit Corporation

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Ching Chen - ASST. Treasurer

Ch 6219



EXHIBIT A

Description of Equipment

<u>Quantity</u> <u>Seller's Name</u>	<u>Quantity/Description</u>	<u>Serial Number</u>
1	Un-5095-Z System Package CPU	
1	F5351-00 16MB Memory Board	
2	F5404-01 337 MB Fixed Disk	
2	F5124-98 MUX5000 Host Adapter	
8	F5125-00 8 Port Multiplex	
1	F4829-98 Ethernet Controller	
1	F4831-00 Ethernet Transceiver	
1	F8474-00 Transceiver CA06 50 Foot	
1	US-5895-osx Operating System and Utilities for 32+ users	
1	6951-01 RM/Cobol Compiler	
1	US-5895-ETH Net 5000 Ethernet	
1	9532-01 MUX 5000 Software	
1	F5350-00 25MHZ CPU	

Kop-Flex, Inc.

Type Full Legal Company Name

METLIFE CAPITAL CREDIT CORPORATION

Signature

Print Name

Signature

Print Name

V.P. CFO

Title

Title

10/19/88

Date

Date

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 855251

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
don't indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded  
in land records check here. ☐

This financing statement Dated 10/31/88 is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

## 1. DEBTOR

Name Bowen & Wentz  
Address 1417 Bay Head Road, Annapolis, Maryland 21401

## 2. SECURED PARTY

Name Baldwin Service Center, Inc.  
Address 41 Defense Highway, Annapolis, Maryland 21401

\_\_\_\_\_  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) Benati Model 7.16 Serial # 716164 Diesel Crawler Loader

CHECK ☒ THE LINES WHICH APPLY

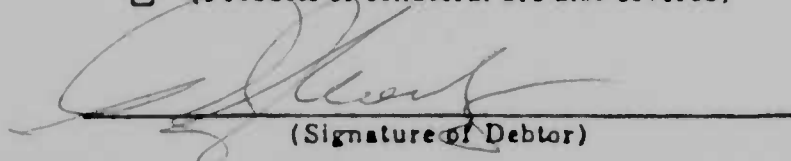
5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00  
POSTAGE .50  
#234400 E040 R04 T09159  
11/03/88

☐ (Proceeds of collateral are also covered)

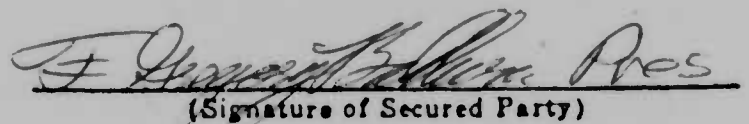
☐ (Products of collateral are also covered)

  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

  
(Signature of Secured Party)

F. Gregory Baldwin, President

\_\_\_\_\_  
Type or Print Above Signature on Above Line

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 489 Page No. 66  
Identification No. 258186 Dated 8/28/85

1. Debtor(s) { Rudder Management, Inc.  
Name or Names — Print or Type  
P.O. Box 1066, Severna Park, Maryland 21146  
Address — Street No., City - County State Zip Code
2. Secured Party { The First National Bank of Maryland 101-560  
Name or Names—Print or Type  
P.O. Box 1596, Baltimore, Maryland 21203  
Address—Street No., City - County State Zip Code
3. Maturity Date (if any)
4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

10.50

RECORD FEE 10.00  
POSTAGE .50  
#234360 C040 R04 T09135  
11/03/00  
CK

Dated: 10/31/88

The First National Bank of Md.  
(Name of Secured Party)  
Catherine T. Lewis  
(Signature of Secured Party)

Catherine T. Lewis, Asst. Vice Pres.  
Type or Print (Include Title if Company)

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time and Filing Office)
John Seibel 353 Sturtons Lane Pasadena, MD 21122	TBC Financial Services, Inc. 103 Springer Bldg., Concord Plaza 3411 Silverside Road Wilmington, DE 19810	RECORD FEE 11.00 POSTAGE .50 #234020 0040 104 109:56 11/03/88 CK
Book 518 Page 547 #270097		
4. This statement refers to original Financing Statement bearing File No. Anne Arundel Co, MD Date Filed 10/7 19 87		
5. <input type="checkbox"/> Continuation.	The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.	
6. <input checked="" type="checkbox"/> Termination.	Secured party no longer claims a security interest under the financing statement bearing file number shown above.	
7. <input type="checkbox"/> Assignment.	The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.	
8. <input type="checkbox"/> Amendment.	Financing Statement bearing file number shown above is amended as set forth in Item 10.	
9. <input type="checkbox"/> Release.	Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.	
10.		
11.50		
No. of additional Sheets presented:		
By: _____	By: <u>W. J. Decina</u> Asst. Treas.	
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).		
Signature(s) of Secured Party(ies)		
STANDARD FORM - FORM UCC-3		
(1) Filing Office Copy - Alphabetical		



## STATE OF MARYLAND

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 825255

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-  
tion tax indicate amount of taxable debt here. \$ 18,000.00If this statement is to be recorded  
in land records check here. ☐

Recordation Tax paid to Anne Arundel County in the amount of \$126.00.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

## 1. DEBTOR

Name R &amp; D Equipment Sales, Inc.

Address P.O. Box 227 Gambrills, MD 21054

## 2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.

Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

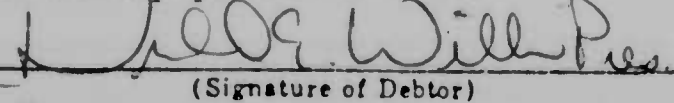
17.00  
126.00  
1.50

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 17.00  
RECORD TAX 126.00  
POSTAGE .50  
#234430 0040 R04 T10+03  
11/03/00

CHECK ☒ THE LINES WHICH APPLY6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

R &amp; D Equipment Sales, Inc.



(Signature of Debtor)

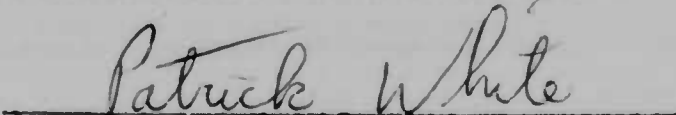
Donald E. Wilson, Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.



(Signature of Secured Party)

Patrick White, Ass't Sec.

Type or Print Above Signature on Above Line

\*Wherever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc.

BOOK 534 PAGE 100

CREDIT ALLIANCE CORPORATION  
770 LEXINGTON AVENUE  
NEW YORK, NEW YORK 10021

—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 25th day of October, 1988 by and between

R & D Equipment Sales, Inc., having its principal place of business at  
P.O. Box 227 Gambrills, MD 21054

"Mortgagor", and First Interstate Credit Alliance, Inc.

"Mortgagee"

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Gliver, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale, Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related in the New York City



banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate; however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective, however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST

Secretary

R & D Equipment Sales, Inc.

Mortgagor

(Seal)

(Title)

STATE OF Maryland  
COUNTY OF Anne Arundel

SS

Donald E. Willson

being duly sworn, deposes and says

1. He is the **President** (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage

of **R & D Equipment Sales, Inc.**

2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.

3. Mortgagor is solvent and justly indebted to **First Interstate Credit Alliance, Inc.** (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.

4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.

5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this

day of \_\_\_\_\_, 19\_\_\_\_

NOTARY PUBLIC

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS  
I, \_\_\_\_\_, a Notary Public duly qualified in and for said County and State, do hereby certify that on this  
day of \_\_\_\_\_, 19\_\_\_\_, in (Place) \_\_\_\_\_ in said County, before me personally appeared \_\_\_\_\_ to me personally well known

(For Individual)

as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)

and known as and to be a member of the partnership of \_\_\_\_\_

and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)

to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_

**R & D Equipment Sales, Inc.**

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at \_\_\_\_\_

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC  
CAL 6(7 77)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated October 25, 19 88 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Used Loraine Crane	LRT18U	36294
<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

First Interstate Credit Alliance, Inc.

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

R & D Equipment Sales, Inc.

By: [Signature]



275256

## FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at \_\_\_\_\_
2. ☐ To Be Recorded among the Financing Records at Anne Arundel County
3. ☐ Not subject to Recordation Tax.
4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 144,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Md. State Department of Assessments and Taxation
5. Debtor(s) Name(s): Box N Save of Maryland, Inc. Address(es): 2109 Eastern Blvd, Baltimore, Md. 21220  
7610 Baltimore Annapolis Blvd. Glen Burnie, Md 21061  
5009 Ritchie Highway, Baltimore, Md. 21225
6. Secured Party: Maryland National Bank Address: Department: LDRU  
 Attention: ALICE KEITH Post Office Box 987, Mailstop 022801  
 Baltimore, Maryland 21203
- (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)
7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.
- ☒ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- ☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- ☒ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- ☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- ☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- ☒ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- ☐ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- ☐ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_  
 (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

RECORD FEE

11.00

POSTAGE

.50

0234440 C040 R04 T10:04

11/01/88

Debtor: Box N Save of Maryland, Inc.

Secured Party: Maryland National Bank

By: Carl E. Greeley, President (Seal)  
 Type name and title, if anyBy: Carol J. Carty, Vice President (Seal)By: \_\_\_\_\_ (Seal)  
 Type name and title, if anyBy: Carol J. Carty, Vice President  
 Type name and title

## MARYLAND NATIONAL BANK

M.N.B.

OCT 11 '88

LDRU

0451195-1101-1433683

EXHIBIT A

BOOK 554 PAGE 140

**CERTIFICATION FOR ALLOCATION  
OF MARYLAND RECORDATION TAX**

Date: 10/4/88

TO: CLERK

RE: Box N Save of Maryland, Inc.

With respect to the above referenced loan and to the personal property (the "Collateral") securing that loan, the Debtor hereby certifies to the best of the Debtor's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

1. Value of exempt Collateral \$ 963,207.15
2. Value non-exempt Collateral \$ 520,686.35
3. Value of Total Collateral \$1,483,893.50
4. Computation of Amount of Debt Exempt from Recordation Tax:

<u>Value of Exempt Collateral</u>	X	<u>Total Amount of Debt Secured</u>	=	<u>Amount of Debt Exempt from Tax</u>
<u>\$ 963,207.15</u>	X	<u>\$ 400,000.00</u>	=	<u>\$ 256,000.00</u>
<u>\$1,483,893.50</u>				

5. Loan Amount - Amount of Debt Exempt from Tax = Amount of Non-Exempt Debt
- \$ 400,000.00 - \$ 256,000.00 = \$144,000.00

6. Recordation Tax Due on Non-Exempt Debt:

<u>Amount of Non-Exempt Debt</u>	X	<u>Tax Rate Per \$1,000</u>	=	<u>Recordation Tax Due</u>
<u>\$ 144,000.00</u>	X	<u>\$ 3.30</u>	=	<u>\$ 475.20</u>

Box N Save of Maryland, Inc.

By: Carl E. Greeley President

Carl E. Greeley, President

275257

## FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at \_\_\_\_\_
2. ☐ To Be Recorded among the Financing Records at \_\_\_\_\_
3. ☐ Not subject to Recordation Tax.
4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 16,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundell \$112.00 10/24/88.

5. Debtor(s) Name(s): \_\_\_\_\_ Address(es): \_\_\_\_\_

Documentation and Engineering Support Services, Inc. T/A DESSI  
405 Headquarters Road Suite 1  
Millersville, Maryland 21108

6. Secured Party: Maryland National Bank Address: Department: LDRU  
Attention: ALICE KEITH Post Office Box 987, Mailstop 022801  
Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☒ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☒ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A).

RECORD FEE 12.00  
RECORD TAX 112.00  
POSTAGE .50

Debtor: Documentation and Engineering Support Services, Inc. T/A DESSI Secured Party: Maryland National Bank

By: Cynthia Darley President (Seal)  
Type name and title, if any

By: Cynthia Darley-President (Seal)  
Type name and title, if any

By: Ronald E. Lindbeck (Seal)

By: Ronald E. Lindbeck, Assistant Vice President  
Type name and title

1133933 - 0001 - 143669

CERTIFICATION FOR ALLOCATION  
OF MARYLAND RECORDATION TAX

BOOK **534** PAGE **112**

Sept 16, 1988

TO: CLERK

RE: \$100,000 Loan to Documentation and Engineering Support Services, Inc. T/A DESSI  
from MARYLAND NATIONAL BANK

With respect to the above-referenced loan and to the personal property (the "Collateral") securing that loan, the Undersigned (the "Dector") hereby certifies to the best of the Dector's knowledge, information and belief that the value of each portion of the Collateral, and the amount of indebtedness attributable to each portion of the Collateral, are as follows:

- |    |                             |               |
|----|-----------------------------|---------------|
| 1. | Value of exempt Collateral  | \$ 135,000.00 |
| 2. | Value non-exempt Collateral | \$ 25,000.00  |
| 3. | Value of Total Collateral   | \$ 160,000.00 |

4. Computation of Amount of Debt Exempt from Recordation Tax:

$\frac{\text{Value of Exempt Collateral}}{\text{Value of Total Collateral}}$	X	$\frac{\text{Total Amount of Debt Secured}}{\text{of Debt Secured}}$	=	$\text{Amount of Debt Exempt from Tax}$
$\frac{\$135,000.00}{\$160,000.00}$		$X \$100,000.00$	=	$\$84,000.00$

- |                |                                  |                             |
|----------------|----------------------------------|-----------------------------|
| 5. Loan Amount | - Amount of Debt Exempt from Tax | = Amount of Non-Exempt Debt |
| \$100,000.00   | - \$84,000.00                    | = \$16,000.00               |

6. Recordation Tax Due on Non-Exempt Debt:

$\frac{\text{Amount of Non-Exempt Debt}}{\text{Non-Exempt Debt}}$	X	$\frac{\text{Tax Rate Per \$1,000}}{\text{Per \$1,000}}$	=	$\text{Recordation Tax Due}$
$\frac{\$16,000.00}{\$16,000.00}$		$X \$7.00$	=	$\$112.00$

Documentation and Engineering Support  
Services, Inc. T/A DESSI  
Dector

By: Cynthia Bailey, President (SEAL)



## STATE OF MARYLAND

## FINANCING STATEMENT FORM UCC-1

BOOK 534 PAGE 113  
Identifying File No. 275258

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 21500

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name KEMP, ROBERT D. and KEMP, AUDREY R.  
Address 606 CENTER DR., SEVERNA PARK, MD 21146

## 2. SECURED PARTY

Name Maryland National Bank  
Retail Finance Division  
Address 7178 Columbia Gateway Drive  
Columbia, Maryland 21045  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_
4. This financing statement covers the following types (or items) of property: (list)

1986 GRADY WHITE 24' HULL #: NTLCS333C686  
BOAT STORAGE: (S) 2 CANVAS BACK RD. SELBYVILLE DE 19975  
(W) KEMP BALLOONS 180 H. PENROD CT. GLEN BURNIE MD. 21061

Name and address of Assignee

JOHNSON 225 HP SER#: J225TXCD07163246

CHECK ☒ THE LINES WHICH APPLY

- 5.
- ☐
- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

- ☐
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 12.00  
RECORD TAX 150.00  
RECORD TAX .50  
POSTAGE .50  
#234460 C040 R04 110105  
11/03/88

- ☐
- (Proceeds of collateral are also covered)
- 
- ☐
- (Products of collateral are also covered)

SIGN HERE

(Signature of Debtor)

ROBERT D. KEMP

Type or Print Above Name on Above Line

SIGN HERE

(Signature of Debtor)

AUDREY R. KEMP

Type or Print Above Signature on Above Line

(Signature of Secured Party)

ROSALIND ASCH

Type or Print Above Signature on Above Line Maryland National Bank

receivable, drafts, acceptances, and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash proceeds thereof, and (ii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

- C. GENERAL INTANGIBLES. All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks, and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. CHATTEL PAPER. All of the Debtor's chattel paper both now owned and hereafter existing, acquired, or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, all

property and goods both now owned and hereafter acquired by the Debtor which are sold, leased, secured, are the subject of, or otherwise covered by, the Debtor's chattel paper, together with all rights incident to such property and goods and cash and non-cash proceeds thereof.

4. Subject to recordation tax on the principal amount of ONE HUNDRED THOUSAND DOLLARS AND 00/100 (\$100,000.00) when money is borrowed on line of credit.

Date: 11/2/88

DEBTOR:

ATTEST:

HOMESTEAD GARDENS, INC.

Don E. Riddle, Jr.

By: Don E. Riddle, Jr. (SEAL)

RETURN TO:

MICHAEL R. ROBLYER, P.A.  
Attorney at Law  
7 Willow Street  
Annapolis, Maryland 21401

275260

- Howard County  
 - Anne Arundel County  
 - State Department of  
 Assessments and Taxation

Not to be recorded in  
 Land Records

Not Subject to recordation  
 tax

The appropriate amount of recordation tax has been paid and evidence is affixed to an indemnity deed of trust and security agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security in the same loan.

## FINANCING STATEMENT

1. Debtor: Address:  
 Diversified Homes 10015 Old Columbia Road  
 Master Limited Columbia, Maryland 21046  
 Partnership of  
 Maryland
2. Secured Parties: Address of all Secured  
 Parties:  
 The Bank of Baltimore  
 Gary P. Blum, c/o The Bank of Baltimore  
 Trustee Baltimore and Charles Streets  
 Baltimore, Maryland 21202  
 Henri P. Squitieri, Trustee  
 11/03/88
3. This Financing Statement covers  
 (a) All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing,

RECORD FEE 14.00  
 POSTAGE .50  
 #221520 0777 R03 T15:32  
 11/03/88

1430



refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, service contracts, utility contracts, options, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the said land and collateral and its development, occupancy and use.

4. The aforesaid items are included as security in an idemnity deed of trust given by Debtor to Gary P. Blum and Henry P. Squitieri, Trustees, and recorded or intended to be recorded among the Land Records of Howard County, Maryland securing an indebtedness owed by Diversified Homes Master Limited Partnership to The Bank of Baltimore.
5. Proceeds of collateral are also covered.
6. The land consists of 23 lots located in the subdivision know as Arrowhead Farms Estates located in Anne Arundel County, Maryland, and is more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot Nos. 1, 2, 4, 5, 25 and 26, as shown on that certain Plat entitled, "SECTION ONE, Arrowhead Farms Estates," which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Bood 86, folio 33 and

BEING KNOWN AND DESIGNATED as Lot Nos. 7, 8, 9, 10, 22 and 23, as shown on that certain Plat entitled, "SECTION TWO, Arrowhead Farms Estates," which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 86, folio 34; and

BEING KNOWN AND DESIGNATED as Lot Nos. 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21, as shown on that certain Plat entitled, "SECTION THREE, Arrowhead Farms Estates," which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 86, folio 35.

Debtor:

DIVERSIFIED HOMES MASTER LIMITED  
PARTNERSHIP OF MARYLAND

BY: DIVERSIFIED MANAGEMENT CORPORATION,  
General Partner

By:

*Gary J. Endler*

Name:

*Gary Endler*

Title:

*VICE president*

To the Filing Officer: After this statement has been recorded, please mail the same to: Andrea M. Mattei, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

ANCHOR TITLE COMPANY  
10715 Charter Drive  
Suite 100  
Columbia, MD 21044

FINANCING STATEMENT

BOOK 584 PAGE 114

275259

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

To be recorded in the: (1) Financing Statement Records  
of the Maryland Department  
of Assessments and Taxation \_\_\_\_\_  
(2) Financing Statement Records  
of Anne Arundel County, MD X

1. NAME AND ADDRESS OF DEBTOR:

HOMESTEAD GARDENS, INC.  
Rt. 214, Central Avenue  
Davidsonville, Maryland 21035

2. NAME AND ADDRESS OF SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND  
5 Church Circle  
Annapolis, Maryland 21401

3. This Financing Statement covers all of the following property of the Debtor:

A. INVENTORY. All of the Debtor's inventory both now and hereafter acquired, wherever located, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. ACCOUNTS. All of the Debtor's accounts (including, without limitation, all notes, notes

1300  
62

12

RECORD FEE 13.00  
POSTAGE .30  
#234720 COMD ROM T14:57  
11/01/00

1

receivable, drafts, acceptances, and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash proceeds thereof, and (ii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

- C. GENERAL INTANGIBLES. All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks, and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. CHATTEL PAPER. All of the Debtor's chattel paper both now owned and hereafter existing, acquired, or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, all



BOOK 4 PAGE 116

property and goods both now owned and hereafter acquired by the Debtor which are sold, leased, secured, are the subject of, or otherwise covered by, the Debtor's chattel paper, together with all rights incident to such property and goods and cash and non-cash proceeds thereof.

4. Subject to recordation tax on the principal amount of ONE HUNDRED THOUSAND DOLLARS AND 00/100 (\$100,000.00) when money is borrowed on line of credit.

Date: 11/2/88

DEBTOR:

ATTEST:

HOMESTEAD GARDENS, INC.

Don E. Riddle, Jr.

By: Don E. Riddle, Jr. (SEAL)

RETURN TO:

MICHAEL R. ROBLER, P.A.  
Attorney at Law  
7 Willow Street  
Annapolis, Maryland 21401

275260

- Howard County  
 - Anne Arundel County  
 - State Department of  
 Assessments and Taxation

Not to be recorded in  
 Land Records

Not Subject to recordation  
 tax

The appropriate amount of recordation tax has been paid and evidence is affixed to an indemnity deed of trust and security agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security in the same loan.

## FINANCING STATEMENT

## 1. Debtor:

## Address:

Diversified Homes  
 Master Limited  
 Partnership of  
 Maryland

10015 Old Columbia Road  
 Columbia, Maryland 21046

## 2. Secured Parties:

Address of all Secured  
Parties:

The Bank of Baltimore

Gary P. Blum,  
 Trustee

c/o The Bank of Baltimore  
 Baltimore and Charles Streets  
 Baltimore, Maryland 21202

Henri P. Squitieri,  
 Trustee

RECORD FEE 14.00  
 POSTAGE .50  
 #221520 0777 R03 T15:32  
 11/03/88

## 3. This Financing Statement covers

(a) All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing,

refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, service contracts, utility contracts, options, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the said land and collateral and its development, occupancy and use.

4. The aforesaid items are included as security in an indemnity deed of trust given by Debtor to Gary P. Blum and Henry P. Squitieri, Trustees, and recorded or intended to be recorded among the Land Records of Howard County, Maryland securing an indebtedness owed by Diversified Homes Master Limited Partnership to The Bank of Baltimore.
5. Proceeds of collateral are also covered.
6. The land consists of 23 lots located in the subdivision know as Arrowhead Farms Estates located in Anne Arundel County, Maryland, and is more particularly described as follows:

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BEING KNOWN AND DESIGNATED as Lot Nos. 7, 8, 9, 10, 22 and 23, as shown on that certain Plat entitled, "SECTION TWO, Arrowhead Farms Estates," which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 86, folio 34; and

BEING KNOWN AND DESIGNATED as Lot Nos. 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21, as shown on that certain Plat entitled, "SECTION THREE, Arrowhead Farms Estates," which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 86, folio 35.

Debtor:

DIVERSIFIED HOMES MASTER LIMITED  
PARTNERSHIP OF MARYLAND

BY: DIVERSIFIED MANAGEMENT CORPORATION,  
General Partner

By: *Gary J. Endler*

Name: *Gary Endler*

Title: *VICE president*

To the Filing Officer: After this statement has been recorded, please mail the same to: Andrea M. Mattei, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

ANCHOR TITLE COMPANY  
10715 Charter Drive  
Suite 100  
Columbia, MD 21044



MARYLAND NATIONAL BANK

275261

## FINANCING STATEMENT

- 1 ☐ To Be Recorded in the Land Records of \_\_\_\_\_
- 2 ☒ To Be Recorded among the Financing Statement Records of Anne Arundel County, Prince Georges County and Maryland State Department of Assessments and Taxation
- 3 ☐ Not subject to Recordation Tax
- 4 ☒ Recordation Tax has been paid on the principal amount of \$ 200,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5 Debtor(s) Name(s)

Address(es)

Vogt-Anderson Partnership

8213 Lapping Brook Court  
Laurel, Maryland 20707

RECORD FEE 13.00

POSTAGE .50

#404190 (345) 001 709159

11/04/89

6 Secured Party

MARYLAND NATIONAL BANK

Attention Dennis R. Glasgow

Address: Real Estate and Mortgage Division

~~XXXXXXXXXX~~

~~XXXXXX~~

~~XXXXXXXXXXXXXXXXXXXX~~

P.O. Box 871

Annapolis, Md. 21401

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated October 7, 19 88 from Debtor(s) to Stephen F. Beckenholdt and Dennis M. Miller, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created

Vogt-Anderson Partnership

Debtor(s)

Secured Party  
MARYLAND NATIONAL BANK

By

Dennis R. Glasgow

(SEAL)

Thomas E. Vogt, General Partner

(SEAL)

David E. Anderson, General Partner

(SEAL)

Dennis R. Glasgow, Assistant Vice President

Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

13

## PROPERTY DESCRIPTION

Exhibit A

ALL that parcel or parcels of real property located in the County of Anne Arundel ( \_\_\_\_\_ Election District), State of Maryland \_\_\_\_\_, and more particularly described as follows:

Beginning for the same at the Northwest corner of Dean Street and Cathedral Street and running from thence with the Southwest line of Cathedral Street, North 51 degrees 25' West 29.8 feet; thence leaving the line of said street and running South 48 degrees 50' West 53.00 feet, North 41 degrees 10' West 2.3 feet, thence South 48 degrees 0' West 15.7 feet; thence South 40 degrees 40' East 36.5 feet to the Northwest line of Dean Street; thence with the Northwest line of said Street, North 44 degrees 50' East 68.68 feet to the place of beginning, as shown on a plat made by J. Carson Boush, Esquire, County Surveyor in October 1915 and designated as Lot 1, thereon and said plat as field in No. 4015 Equity, the improvements thereon being known as 97 Cathedral Street, Annapolis, Maryland.

1050

TERMINATION STATEMENT

BOOK 534 PAGE 122

File Number of original financing statement: 252995  
Liber 475, folio 480

Place filed: Anne Arundel County, Maryland

Date filed: July 31, 1984

This statement of termination of financing is presented to a filing officer for filing pursuant to the provisions of Article 9 of the Uniform Commercial Code of the State of Maryland.

1. Name of debtor: Mid-Atlantic Marine Enterprises, Inc.

2. Address of debtor: 412 Fourth Street,  
Annapolis, Maryland 21403

3. Name of secured party: The Cover Loft, Inc.

4. Address of secured party: 83 Windwhisper Lane,  
Annapolis, MD 21403

The secured party certifies that it no longer claims a security interest under the financing statement bearing the number shown above.

Dated this 23 day of September, 1988.

RECORD FEE 10.00  
 POSTAGE .50  
 #234910 C040 R04 TOP134  
 11/04/88

THE COVER LOFT, INC.

BY: Karen S. Lipe, President  
 Secured party of record

STATE OF MARYLAND, COUNTY OF Anne Arundel, to wit:

I hereby certify that on this 23rd day of September, 1988, before me, the Subscriber, a Notary Public in and for the State and County aforesaid personally appeared Karen S. Lipe who acknowledged the foregoing to be his free act and deed.

10.50

AS WITNESS my hand and Notarial Seal

Lee Anne Zak  
 Notary Public

My Commission Expires: 7/1/90

0970A

## STATE OF MARYLAND

BOOK 534 PAGE 123

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 275263

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 10/31/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name ROLAND F. SMITH, INC.

Address 400 CRAIN HIGHWAY, S.E., GLEN BURNIE, MARYLAND 21061

## 2. SECURED PARTY

Name THE BANK OF GLEN BURNIE

Address P.O. DRAWER 70, GLEN BURNIE, MARYLAND 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) December 1, 1993

4. This financing statement covers the following types (or items) of property: (list)

CENTRAL NETWORK SERVER

8 User Capacity

2 MB RAM Memory, 60 Disk Storage

(Expandable to 300 Disk Storage)

DUAL MODEM/COMMUNICATION PACKAGE - 2400 Baud

WORKSTATIONS

2 AT Type Workstation

1 AT Type Workstation, 20 MB Hard Disk

1 AT Type Workstation, 40 MB Hard Disk

PRINTERS - NEC 890 Postscript, Dual Bin, Color Dot Matrix Printer

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00

POSTAGE .50

R235150 0040 R04 71100

11/06/88

XX (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

ROLAND F. SMITH, INC.

11.50  
*Roland F. Smith, Inc.*  
(Signature of Debtor)

ROLAND F. SMITH

Type or Print Above Name on Above Line

*Roland F. Smith, Inc.*  
(Signature of Debtor)

ROBERT HOOK

Type or Print Above Signature on Above Line

THE BANK OF GLEN BURNIE

*Stephen G. Boyd*  
(Signature of Secured Party)

STEPHEN G. BOYD

Type or Print Above Signature on Above Line



534 124

275261

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any)
1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
Systems Leasing Corporation 5080 North 40th Street, Suite 175 Phoenix, Arizona 85018	Heritage/Pullman Bank & Trust Company 1000 East 111 Street Chicago, Ill 60626	RECORD FEE 29.00 POSTAGE 1.50 #235170 0040 R04 11/1/20 11/04/88 4
4. This financing statement covers the following types (or items) of property:  Equipment as described in Schedule A attached hereto and made a part hereof, and all monies due and to become due debtor under Schedule No. 42 to a Master Lease Agreement for Computer Equipment dated September 1, 1982 covering said property between debtor and Westinghouse Electric Corporation and all of debtor's rights under said lease. True Lease not subject to Not Subject to Recordation Tax. Recordation Tax		5. Assignee(s) of Secured Party and Address(es)
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.		Filed with: Anne Arundel Co.,
Check <input checked="" type="checkbox"/> if covered. <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
SYSTEMS LEASING CORPORATION Donald R. Ritter, Financial Administrator By: <u>Donald R. Ritter</u> Signature(s) of Debtor(s)		HERITAGE/PULLMAN BANK & TRUST COMPANY Douglas W. Blatt, Sr. Vice President By: <u>Douglas W. Blatt</u> Signature(s) of Secured Party(ies)

29.00  
(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

ORIGINAL

## CERTIFICATE OF ACCEPTANCE

Attached to Equipment Schedule No. 42, dated June 3, 1988, To Master Lease Agreement For Computer Equipment, dated September 1, 1982, between WESTINGHOUSE ELECTRIC CORPORATION ("Lessee") and SYSTEMS LEASING CORPORATION ("Lessor").

## CONDITION OF EQUIPMENT

The Lessee hereby certifies and warrants to Lessor that all Items of Equipment described below been delivered to the location indicated below, properly installed, tested and inspected by the Lessee, found to be in good order, and accepted as Items of Equipment under the Lease, , all on the date indicated.

MANUFACTURER: Unisys

ACCEPTANCE DATE: 5/30/88

LOCATION OF EQUIPMENT: ~~Lithium~~, MD

Items of Equipment

LINTHICUM

QUANTITY

TYPE

DESCRIPTION

See Attachment

The Lessee hereby represents and warrants to Lessor that (i) no Event of Default or event which, with the giving of notice or the lapse of time, or both, would become such an Event of Default under this Lease has occurred and is continuing, and (ii) the Lessee has obtained, and there are in full force and effect, any insurance policies with respect to the Equipment required to be obtained under terms of the Lease.

LESSEE: WESTINGHOUSE ELECTRIC CORPORATION

By: J. A. Pickett

J. A. Pickett, Manager

Title: Computer Systems Acquisition

Certificate of Acceptance No. 42  
(Continued Page 2)

QUANTITY	TYPE	DESCRIPTION	SERIAL NUMBER
1	6276-02	BSC 3270	N/A
1	6276-03	BSC 3270I	N/A
1	6276-01	BSC 3270 I	N/A
2	6843-00	Telcon/IBM	N/A
1	F6124-00	SNA UTS Gateway	N/A
1	F6124-01	SNA 3270 Gateway	N/A
1	6152-98	PC IOS	N/A
1	6175-95	IRU	N/A
1	6246-98	LA	N/A
1	6249-98	MCB	N/A
1	6262-98	IPF Command	N/A
1	6263-98	IPF Procedures	N/A
1	6245-96	IPF Edit	N/A
1	6264-98	User Assistance	N/A
1	F6131-00	TIP	N/A
1	6130-97	UTS COBOL	N/A
1	6133-98	Data 1100	N/A
1	6149-98	BCOB	N/A
1	6150-98	BFTN	N/A
1	6151-98	PL1	N/A
1	6153-98	COBOL ASC II	N/A
1	6154-98	Fortran ASC II	N/A
1	6161-98	PAR	N/A
1	6168-98	Math/Stat/Pack	N/A
1	6170-98	CTS	N/A
1	6178-98	B Basic	N/A
1	6179-98	UTS Software	N/A
1	6260-98	IPF Control	N/A
1	6271-98	CULL	N/A
1	6203-98	FLIT	N/A
1	6237-98	DPS 1100	N/A
1	6274-98	OSAM	N/A
1	6291-98	FAS	N/A
1	6757-99	SIMAN	N/A
1	F6114-99	SIMAN USER	N/A
1	6261-94	DDP 1100	N/A
1	6149-98	BCOB	N/A
1	6135-98	SORT/MERGE	N/A

Total Qty

**ORIGINAL**

BOOK 539 PAGE 127

## CERTIFICATE OF ACCEPTANCE

Attached to Equipment Schedule No. 42, dated June 3, 1988, To Master Lease Agreement For Computer Equipment, dated September 1, 1982, between WESTINGHOUSE ELECTRIC CORPORATION ("Lessee") and SYSTEMS LEASING CORPORATION ("Lessor").

## CONDITION OF EQUIPMENT

The Lessee hereby certifies and warrants to Lessor that all Items of Equipment described below been delivered to the location indicated below, properly installed, tested and inspected by the Lessee, found to be in good order, and accepted as Items of Equipment under the Lease, , all on the date indicated.

MANUFACTURER: Unisys

ACCEPTANCE DATE: 5/30/88

LOCATION OF EQUIPMENT: LITHIUM, MD

LITHIUM

Items of Equipment

QUANTITY

TYPE

DESCRIPTION

See Attachment

The Lessee hereby represents and warrants to Lessor that (i) no Event of Default or event which, with the giving of notice or the lapse of time, or both, would become such an Event of Default under this Lease has occurred and is continuing, and (ii) the Lessee has obtained, and there are in full force and effect, any insurance policies with respect to the Equipment required to be obtained under terms of the Lease.

LESSEE: WESTINGHOUSE ELECTRIC CORPORATION

By: J. A. PickettTitle: J. A. Pickett, Manager  
Computer Systems Acquisition**ACKNOWLEDGMENT  
COPY**



Certificate of Acceptance No. 42  
(Continued Page 2)

QUANTITY	TYPE	DESCRIPTION	SERIAL NUMBER
1	6276-02	BSC 3270	N/A
1	6276-03	BSC 3270I	N/A
1	6276-01	BSC 3270 I	N/A
2	6843-00	Telcon/IBM	N/A
1	F6124-00	SNA UTS Gateway	N/A
1	F6124-01	SNA 3270 Gateway	N/A
1	6152-98	PC IOS	N/A
1	6175-95	IRU	N/A
1	6246-98	LA	N/A
1	6249-98	MCB	N/A
1	6262-98	IPF Command	N/A
1	6263-98	IPF Procedures	N/A
1	6245-96	IPF Edit	N/A
1	6264-98	User Assistance	N/A
1	F6131-00	TIP	N/A
1	6130-97	UTS COBOL	N/A
1	6133-98	Data 1100	N/A
1	6149-98	BCOB	N/A
1	6150-98	BFTN	N/A
1	6151-98	PL1	N/A
1	6153-98	COBOL ASC II	N/A
1	6154-98	Fortran ASC II	N/A
1	6161-98	PAR	N/A
1	6168-98	Math/Stat/Pack	N/A
1	6170-98	CTS	N/A
1	6178-98	B Basic	N/A
1	6179-98	UTS Software	N/A
1	6260-98	IPF Control	N/A
1	6271-98	CULL	N/A
1	6203-98	FLIT	N/A
1	6237-98	DFS 1100	N/A
1	6274-98	OSAM	N/A
1	6291-98	FAS	N/A
1	6757-99	SIMAN	N/A
1	F6114-99	SIMAN USER	N/A
1	6261-94	DDP 1100	N/A
1	6149-98	BCOB	N/A
1	6135-98	SORT/MERGE	N/A

ACKNOWLEDGMENT  
COPY

Schedule A to UCC-1

BOOK 584 PAGE 129

**ORIGINAL**

**CERTIFICATE OF ACCEPTANCE**

Attached to Equipment Schedule No. 42, dated June 3, 1988, To Master Lease Agreement For Computer Equipment, dated September 1, 1982, between WESTINGHOUSE ELECTRIC CORPORATION ("Lessee") and SYSTEMS LEASING CORPORATION ("Lessor").

**CONDITION OF EQUIPMENT**

The Lessee hereby certifies and warrants to Lessor that all Items of Equipment described below been delivered to the location indicated below, properly installed, tested and inspected by the Lessee, found to be in good order, and accepted as Items of Equipment under the Lease, , all on the date indicated.

MANUFACTURER: Unisys

ACCEPTANCE DATE: 5/30/88

LOCATION OF EQUIPMENT: ~~Lithium~~, MD

Items of Equipment

LIN

QUANTITY

TYPE

DESCRIPTION

See Attachment

The Lessee hereby represents and warrants to Lessor that (i) no Event of Default or event which, with the giving of notice or the lapse of time, or both, would become such an Event of Default under this Lease has occurred and is continuing, and (ii) the Lessee has obtained, and there are in full force and effect, any insurance policies with respect to the Equipment required to be obtained under terms of the Lease.

LESSEE: WESTINGHOUSE ELECTRIC CORPORATION

By: J. A. Pickett

J. A. Pickett, Manager


Title: Computer Systems Acquisition

**ACKNOWLEDGMENT  
COPY**

ORIGINAL

Certificate of Acceptance No. 42  
(Continued Page 2)

QUANTITY	TYPE	DESCRIPTION	SERIAL NUMBER
1	6276-02	BSC 3270	N/A
1	6276-03	BSC 3270I	N/A
1	6276-01	BSC 3270 I	N/A
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1	F6124-00	SNA UTS Gateway	N/A
1	F6124-01	SNA 3270 Gateway	N/A
1	6152-98	PC IOS	N/A
1	6175-95	IRU	N/A
1	6246-98	LA	N/A
1	6249-98	MCB	N/A
1	6262-98	IPF Command	N/A
1	6263-98	IPF Procedures	N/A
1	6245-96	IPF Edit	N/A
1	6264-98	User Assistance	N/A
1	F6131-00	TIP	N/A
1	6130-97	UTS COBOL	N/A
1	6133-98	Data 1100	N/A
1	6149-98	BCOB	N/A
1	6150-98	BF1N	N/A
1	6151-98	PL1	N/A
1	6153-98	COBOL ASC II	N/A
1	6154-98	Fortran ASC II	N/A
1	6161-98	PAR	N/A
1	6168-98	Math/Stat/Pack	N/A
1	6170-98	CTS	N/A
1	6178-98	B Basic	N/A
1	6179-98	UTS Software	N/A
1	6260-98	IPF Control	N/A
1	6271-98	CULL	N/A
1	6203-98	FLIT	N/A
1	6237-98	DPS 1100	N/A
1	6274-98	OSAM	N/A
1	6291-98	FAS	N/A
1	6757-99	SIMAN	N/A
1	F6114-99	SIMAN USER	N/A
1	6261-94	DDP 1100	N/A
1	6149-98	BCOB	N/A
1	6135-98	SORT/MERGE	N/A

ACKNOWLEDGMENT  
COPY

275265

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		
1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
COMDISCO, INC. 6411 N. River Road Rosemont, IL. 60018	MERITOR SAVINGS BANK 1234 MARKET ST. 9th FLOOR PHILADELPHIA, PA 19107	RECORD FEE 11.00 POSTAGE .50 #235230 COMD R04 111-32 11/04/88
4. This financing statement covers the following types (or items) of property: "CMLBKG"  CHattel PAPER AND EQUIPMENT MANUFACTURED BY IBM AND THE PROCEEDS THEREOF, INCLUDING WITHOUT LIMITATION INSURANCE PROCEEDS, AS FURTHER DESCRIBED IN EXHIBIT A HERETO.  (SL No. 12221)		5. Assignee(s) of Secured Party and Address(es)

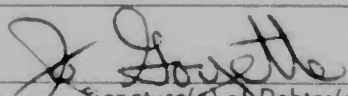
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)☐ already subject to a security interest in another jurisdiction when it was brought into this state.☐ which is proceeds of the original collateral described above in which a security interest was perfected:Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☒ Products of Collateral are also covered. No. of additional Sheets presented: 1

Filed with: Anne Arundel County Clerk, MD

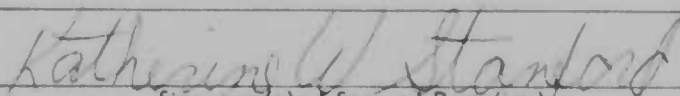
COMDISCO, INC.

MERITOR SAVINGS BANK

By:

Jo Goyette, Supervisor Institutional Finance  
(1) Filing Officer Copy - Alphabetical

By:



Katherine W. Stanford, Associate

STANDARD FORM - FORM UCC-1.



SL12221

COPY

EXHIBIT A

CAPITAL EQUIPMENT

EQUIPMENT SCHEDULE NO. CE- 4B DATED AS OF April 25, 1988

TO MASTER LEASE AGREEMENT DATED AS OF December 2, 1986 ("Master Lease")

LESSEE: Westinghouse Electric Corporation LESSOR: COMDISCO, INC.

Admin. Contact/Phone No.: Donna Williams  
(412)928-2000

Address for All Notices:

Address for Notices: Westinghouse Electric  
730 Holiday Drive  
Pittsburgh, PA 15220  
Attn: Donna Williams

6400 Shafer Court  
Rosemont, Illinois 60018  
Attn: Capital Equipment Lease Administration

Central Billing Location: Westinghouse Electric  
Box 1693, M.S. 8410  
Baltimore, MD 21243  
Attn: Stan Wernek

Investment Tax Credit  
(on order New Equipment)  
for the account of:

Lessee Reference No.: Hanover, MD  
(24 digits maximum)

Lessor \_\_\_\_\_  
Lessee \_\_\_\_\_  
N/A XXX

Location of Equipment: Westinghouse Electric  
7301 Parkway Drive, South  
Hanover, MD 21076

Initial Term: 36

EQUIPMENT (as defined below):

Lease Rate Factor: .021080

Item No.	Qty.	Manufacturer	Machine Type/ Feature	Description	Serial Number	Quarterly Rent
1.	1	AT&T	Additions to System 75	See Below		

Total Monthly Rent \$2,223.43

Equipment: [37] 40 Button digital telephones, [37] digital display mod., [37] single dig. adj. sup. power, [53] 30 Button digital VT, [111] TT SYS SET W/ MW & RCL, [12] DIGITAL LINE PACKS, [1] ANALOG LINE PACK.

275273

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility.
1 Debtor(s) (Last Name First) and Address(es) <b>MILTON CEIL M.</b> <b>Herbert J &amp; Mary Rawlings-Milton</b> <b>LOT 29 WAYSONS MOBILE COURT</b> <b>NOTHIAN MD 20711</b>	2 Secured Party(ies) Name(s) and Address(es) <b>GREEN TREE ACCEPTANCE INC.</b> <b>2200 OPITZ BOULEVARD SUITE 245</b> <b>WOODBRIIDGE, VA 22194</b>	4 For Filing Office or Public Time No Filing Office <b>RECORD FEE 13.00</b> <b>POSTAGE .50</b> <b>#235240 0040 R04 711:34</b> <b>11/04/88</b>	
5 This Financing Statement covers the following types (or items) of property <b>1981 CHAMPION -0- 14 X 56</b> <b>SERIAL # F2311124175 AND INCLUDING ALL FURNITURE, FIXTURES,</b> <b>APPLIANCES AND APPURTENANCES THEREIN AND THERETO;</b> <b>INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S</b> <b>INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT</b> <input checked="" type="checkbox"/> Products of the Collateral are also covered		6 Assignee(s) of Secured Party and Address(es) <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8)	
8 Describe Real Estate Here <b>13-50</b>	<input type="checkbox"/> This statement is to be indexed in the Real Estate Records	9 Name of a Record Owner	
No. & Street	Town or City	County	Section Block Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)	
By <b>MILTON CEIL M.</b> <b>Herbert J. Rawlings-Milton</b> <b>Mary Rawlings-Milton</b>		By <b>Isabel Manfredi</b> <b>GREEN TREE ACCEPTANCE INC.</b>	
(1) Filing Officer Copy - Numerical		Signature(s) of Secured Party(ies) (Required only if Item 10 is checked)	
(3/83) STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania			

STATE OF MARYLAND

## FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$128,000.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated November 2, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name George M. King Contractors, Inc.

Address 1790 Severn Chapel Road Millersville, Maryland 21108

## 2. SECURED PARTY

Name Farmers National Bank of Maryland

Address 5 Church Circle Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) November 5, 1995

4. This financing statement covers the following types (or items) of property: (list)

1 New 1989 Caterpillar Track Loader Model 963 Serial # 21Z01997, with 2.5 Cu. Yd. Bucket and New Balderson Clamp Rake Serial # 144960; Engine Serial # 12Z26418

RECORD FEE 11.00  
RECORD TAX 896.00  
POSTAGE .50  
#235370 0040 R04 T14157  
11/04/88

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☒ (Products of collateral are also covered)

George M. King Contractors, Inc.

(Signature of Debtor)

BY: Robert F. Watson, President

Type or Print Above Name on Above Line

Robert F. Watson

(Signature of Debtor)

Type or Print Above Signature on Above Line

Twaun D. Oakes

(Signature of Secured Party)

Twaun D. Oakes, Assistant Vice President

Type or Print Above Signature on Above Line

11.00  
896.00  
.50  
907.50

275267

Debtor or Assignor Form

## FINANCING STATEMENT

☐ Not subject to Recordation Tax☐ To be Recorded in Land Records (For Fixtures Only).☒ Subject to Recordation Tax; Principal

Amount is \$ 12,295.06

Name of DebtorAddress

Jahnigen Marine Construction, Inc.

1208 Kimberly Lane  
Glen Burnie, MD 21061

RECORD FEE 11.00

RECORD TAX 87.50

POSTAGE .50

#235400 0040 RM 11/04/00

11/04/00

## SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate  
list if necessary1. This Financing Statement covers the following types (or items) of property  
(the collateral):

- 1-Used 1971 Marina Built Pile Driver, Hull #TJ1
- 1-Used 1972 Bucyrus Erie 17 ton Crane, model 22MB2, Serial #133346

2. The collateral property is affixed or to be affixed to or is or is to be crops on the  
following real estate:3. ☐ Proceeds } of the collateral are also specifically covered.  
☐ Products }4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the  
address stated.

Debtor (or Assignor)

Jahnigen Marine Construction, Inc.

BY: Timothy J. Jahnigen, President

Secured Party (or Assignee)

FARMERS NATIONAL  
BANK OF MARYLAND

BY

Frank T. Lowman, III  
Senior Vice President

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

11.00  
87.50  
    .50  
-----  
99.00

☐ TO BE☒ NOT TO BERECORDED IN  
LAND RECORDS☐ SUBJECT TO☒ NOT SUBJECT TORECORDING TAX  
ON PRINCIPAL  
AMOUNT OF

\$ \_\_\_\_\_

## FINANCING STATEMENT

1. Debtor(s):

J. Marley Corp. DBA Maryland Yamaha

Name or Names—Print or Type

6027 Ritchie Hwy. Brooklyn Park MD 21225

Address—Street No., City - County State Zip Code

~~J. Marley Corp. DBA Cycle Warehouse II~~

Name or Names—Print or Type

~~1167 Merritt Blvd. Dundalk MD 21222~~

Address—Street No., City - County State Zip Code

2. Secured Party:

Romaha Importers & Distributors, INC

Name or Names—Print or Type

1640 Loretta Ave, Feasterville PA 19047

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

MOTORCYCLE ACCESSORIES INCLUDED UNDER THE SPECIFIC LISTED  
INVOICES ON ATTACHED STATEMENTS.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

RECORD FEE 12.00  
POSTAGE .50  
#220720 0777 R03 T10:14  
11/03/88  
J6. Proceeds of collateral ☒ are ☐ are not covered.7. Products of collateral ☐ are ☒ are not covered.

DEBTOR(S)

SECURED PARTY:

(Signature of Debtor)

JOHN P. MARLEY

Type or Print

(Signature of Debtor)

Type or Print

Romaha Importers & Distributors  
(Company, if applicable)

(Signature of Secured Party)

Erwin Solarski, President

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address \_\_\_\_\_

Lucas Bros. Form F-1

1250





**ROMAHA**  
IMPORTERS & DISTRIBUTORS, INC.

STATEMENT

BOOK 554 PAGE 137

1640 Loretta Avenue  
Feasterville, Pennsylvania 19047  
Pa. Dealers (215) 322-0415  
Toll Free (800) 523-6532



**ROMAHA**  
1640 Loretta Avenue  
Feasterville, Pennsylvania 19047  
Pa. Dealers (215) 322-0415  
Toll Free (800) 523-6532

CUSTOMER #  
636060

MARYLAND YAMAHA  
6027 RITCHIE HWY.  
BROOKLYN PARK MD 21225

CLOSING DATE  
10/24/88

PAGE 1

CUSTOMER #  
636060

CLOSING DATE  
10/24/88

MARYLAND YAMAHA

SPRING DATING

DATE	TRANSACTION	INVOICE	AMOUNT
10/20/87	INVOICE	24077	3480.05
10/23/87	INVOICE	24223	34.98
10/28/87	INVOICE	24328	267.30
11/03/87	INVOICE	24496	31.80
11/05/87	INVOICE	24641	255.74
11/20/87	INVOICE	25045	5.80
11/30/87	INVOICE	25159	35.01
12/04/87	INVOICE	25400	23.34
12/09/87	INVOICE	25548	17.94
1/06/88	INVOICE	26315	14.92
STATEMENT TOTAL			4,166.88
CURRENT	31-60 DAYS	61-90 DAYS	OVER 90 DAYS
			4,166.88
Interest at the rate of 1½% per month, equivalent to 18% annually will be charged on all past due accounts.			PAY THIS AMOUNT → 4,166.88

SPRING DATING

INVOICE	CHECK EACH ITEM PAID	AMOUNT
24077		3480.05
24223		34.98
24328		267.30
24496		31.80
24641		255.74
25045		5.80
25159		35.01
25400		23.34
25548		17.94
26315		14.92
		4,166.88
AMOUNT ENCLOSED		BALANCE DUE
		4,166.88
TO INSURE PROPER CREDIT PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE		

FILED WITH: CLERK OF THE COURT  
ANNE ARUNDEL COUNTY  
P O BOX 71  
ANNAPOLIS, MD. 21404

Prepared by Citizens Bank  
P O Box 1900  
Elizabethton, Tn. 37644-1900

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ 160,000.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 10/3/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name STANLEY ENGINEERING COMPANY, INC.  
Address 180 Penrod Court, Building F, Glen Burnie, Maryland 21061

## 2. SECURED PARTY

Name CITIZENS BANK  
Address P. O. Box 1900, Broad Street & Lynn Avenue, Elizabethton, TN 37643

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) XXXXXXXXXXXXXXX No Maturity

4. This financing statement covers the following types (or items) of property: (list)

ALL EQUIPMENT, ACCOUNTS RECEIVABLE AND GENERAL INTANGIBLES NOW OWNED AND HEREAFTER ACQUIRED, INCLUDING PURCHASE MONEY SECURITY INTEREST IN THOSE ITEMS LISTED ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

MAXIMUM PRINCIPAL INDEBTEDNESS FOR RECORDING TAX PURPOSES IS \$160,000.00

RECORD FEE 11.00

1120.00

POSTAGE .50

#220730 CTT7 R03 110:15

11/03/88

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Kenneth Stanley, President  
(Signature of Debtor)  
KENNETH STANLEY, PRESIDENT  
STANLEY ENGINEERING COMPANY, INC.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Joe Laporte, III, President & CEO  
(Signature of Secured Party)  
CITIZENS BANK

Type or Print Above Name on Above Line

11  
1120  
.50

## EXHIBIT A

2	B4006-0250 1/4
1	B4006-0375 3/8
2	B4006-0500 1/2
3	B4006-0625 5/8
3	B4006-750 3/4
2	B4006-1000 1"
1	B40001-1000 1" Shell
3	B4003-0033
4	B4005-0562
52	B40-6000
	B4001-1000 Shell Mill Holder
	B4003-0033 JT #33 Holder
2	B4005-0562 Tap Holders
	B4006-0625 5/8 End Mill Holder
3	B4006-0750 3/4
5	B4006-0375 3/8
8	B4006-0500 1/2
2	T05-006 Tap Collet
2	B4006-0250
6	B4006-0187 E.M. Holder
2	B4006-0250 1/4 E. M. Holder
4	B4006-0750 E. M. Holder
8	BT40 Pull Studs
4	B4003-0033 33JT Adapter
2	Chick BLS6C Slimline Convertible Vise
	Matsuura MC-600V-DC
1	Machining Center W/Yasnac : MX-3 Control
	s/n 880606804
	s/n S8695512
1	BT40 Tool Presetter

STANLEY ENGINEERING CO., INC.

BY: 

TITLE: President

## STATE OF MARYLAND

## FINANCING STATEMENT FORM UCC-1

BOOK 584 PAGE 140  
Identifying File No. 275270

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name DAVID L. MILLER

Address 5272 CHALK POINT ROAD WEST RIVER, MARYLAND 20778

## 2. SECURED PARTY

Name SUIT &amp; WELLS EQUIPMENT COMPANY, INC.

Address 6300 CRAIN HIGHWAY UPPER MARLBORO, MARYLAND 20772

J.I. CASE CREDIT CORP. 5790 WIDEWATERS PARKWAY  
SYRACUSE, NEW YORK 13214

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- (1) CASE MODEL 688 EXCAVATOR  
SERIAL NUMBER 19074198

Name and address of Assignee

RECORD FEE 1.10

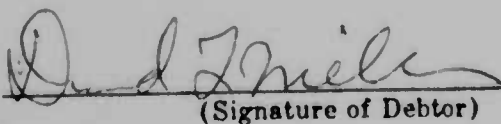
RECORD FEE 9.90

POSTAGE .50

#220750 0777 R03 110:23

THIS IS A RETAIL INSTALLMENT CONTRACTCHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Assignee(s) of Secured Party and Address(es)

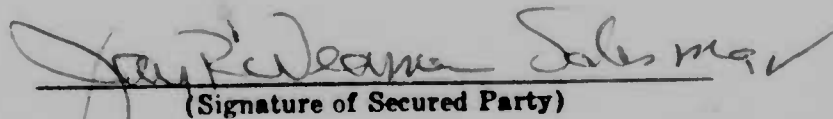
J. I. CASE CREDIT CORP.  
5790 Widewaters Parkway  
Syracuse, N.Y. 13214  
(Signature of Debtor)

DAVID L. MILLER

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

  
(Signature of Secured Party)SUIT & WELLS EQUIPMENT CO., INC.  
Type or Print Above Signature on Above Line

11780

## STATE OF MARYLAND

BOOK 534 PAGE 141

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 275271

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name HOMER DALE DUNCAN

Address 222 OLD MAGOTHY BRIDGE ROAD PASADENA, MD 21122

## 2. SECURED PARTY

Name SUIT &amp; WELLS EQUIPMENT CO., INC.

Address 6300 CRAIN HIGHWAY UPPER MARLBORO, MD 20772

J.I. CASE CREDIT CORP. 5790 WIDEWATERS PARKWAY  
SYRACUSE, NY 13214

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

- (1) USED 1978 CASE MODEL 580C TRACTOR/
- 
- LOADER

SERIAL #8978974

Name and address of Assignee

RECORD FEE 11.00  
POSTAGE .50  
#220760 C777 R03 T10:24  
11/03/88THIS IS A RETAIL INSTALLMENT CONTRACTCHECK ☒ THE LINES WHICH APPLY

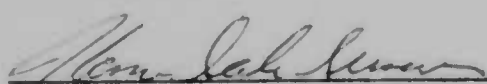
- 6.
- ☐
- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

- ☐
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Assignee(s) of Secured Party and Address(es)

J. I. CASE CREDIT CORP.  
5790 Widewaters Parkway  
Syracuse, N.Y. 13214

- ☐
- (Proceeds of collateral are also covered)
- 
- ☐
- (Products of collateral are also covered)

  
(Signature of Debtor)HOMER DALE DUNCAN  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

SUIT & WELLS EQUIPMENT CO., INC.  
Type or Print Above Signature on Above Line



504 PAGE 142

275272

This <b>FINANCING STATEMENT</b> is presented to a filing officer for filing pursuant to the Uniform Commercial Code		3 Maturity date (if any)
1 Debtor(s) (Last Name First) and address(es) Pena, Martin C 64-78-0472 Pena, Shirley D 215-70-1411 1500 Crofton Parkway Crofton, Maryland 21114 County: Anne Arundel	2 Secured Party(ies) and address(es) Quality Water Systems, Inc. 350-A Christopher Avenue Gaithersburg, Maryland 20879	For Filing Officer (Date, Time, Number, and Filing Office)    RECORD FEE 12.00 TOTAL 12.00 #220770 C777 R03 11/04/24
4 This financing statement covers the following types (or items) of property Installed, one United Standard complete water treatment system Model # 1054  XX XX XX  This is a conditional sales contract. Not Subject to recordation tax.		5 Assignee(s) of Secured Party and Address(es) Security Pacific Suite 120 6525 Belcrest Road Hyattsville, MD 20872 11/03/88
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected		
Check <input checked="" type="checkbox"/> if covered <input type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional Sheets presented		
Filed with		
By <u>Martin C. Pena</u> Signature(s) of Debtor(s) Shirley D. Pena		By <u>Constance H. Proctor</u> Signature(s) of Secured Party(ies)
(1) Filing Office Copy-Alphabetical 1250		

STANDARD FORM - FORM UCC-1.

CLERK OF THE CIRCUIT COURT  
ANNE ARUNDEL COUNTY  
P.O. BOX 71  
ANNAPOLIS, MARYLAND 21404

BOOK 534 PAGE 143

File No. ....

Record Reference: Liber.....

Folio.....

### TERMINATION STATEMENT

..... To Be Recorded in the Land  
Records. (For Fixtures Only)

The undersigned Secured Party of Record presents the following Statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. The identifying file number, record reference and date of filing of the original Financing Statement to which this Termination Statement shall apply are:

File Number:.....261402.....;

Record Reference: Liber.....497..... Folio.....121.....; RECORD FEE 10.00

Date of Filing: April 21, 1986.

POSTAGE .50  
#020790 CTTT R03 T10:25  
CK 11/03/88

2. The name(s) and address(es) of the Debtor(s) is(are):

Name of Debtor

Address

William M. Burroughs

1141 Annapolis Road  
Odenton, Maryland 21113

3. The name and address of the Secured Party of Record is:

THE CITIZENS NATIONAL BANK  
Fourth and Main Streets  
Laurel, Maryland

The Secured Party of Record further certifies that it no longer claims a security interest under the above original Financing Statement or any continuation thereof.

WHEREFORE, the Secured Party of Record requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to note this Termination Statement in the index and to return this Termination Statement to the Debtor(s) at the foregoing address.

Secured Party of Record

THE CITIZENS NATIONAL BANK

Dated: October 27, 1988

By: *Marilyn F. Horton*  
Marilyn F. Horton  
Assistant Vice President  
Type or print all names  
and titles under signatures.

Return to:  
William M. Burroughs  
1141 Annapolis Road  
Odenton, Maryland 21113

ILD-121-3M

10780

## MARYLAND FINANCING STATEMENT

275227

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Capital Travel Center, Inc.  
 (Name or Names) Annapolis, Maryland 21401  
2666 Riva Road  
 (Address) CFSL2397

LESSEE \_\_\_\_\_  
 (Name or Names) \_\_\_\_\_  
 (Address) \_\_\_\_\_

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any)  
 of LESSOR Chesapeake Federal Savings & Loan Assoc.  
 (Name or Names) Baltimore, Maryland 21234  
2001 E. Joppa Road  
 (Address)

4. This financing Statement covers the following types (or items) of property: RECORD FEE 11.00  
POSTAGE .50  
#220000 0777 NOV 11/03/88

- 1- IBM Model 50 Computer w/1 Meg RAM, 20 Meg Hard Disc, 1.44 Meg Drive
- 1- IBM Color Display Model 8512
- 1- Texas Instruments 810 Printer

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
 Products of Collateral are also covered Yes ( ) No (xx)

LESSEE

Capital Travel Center, Inc.

By: David K. Riley, President  
 (Title)

David K. Riley  
 (Type or print name of person signing)

By: \_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Type or print name of person signing)

LESSOR

CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Brian G. Connelly Mgr.  
 (Title)

Brian G. Connelly  
 (Type or print name of person signing)

Return to: CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

1150

MARYLAND FINANCING STATEMENT

BOOK 584 PAGE 145  
275223

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Capital Travel Center, Inc.  
2666 Riva Road (Name or Names) Annapolis, MD 21401  
 (Address)  
 LESSEE BFSL 1799  
 (Name or Names)  
 (Address)
2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234
3. ASSIGNEE (if any) Baltimore Federal Financial, F.S.A.  
 Of LESSOR P.O. Box 116 (Name or Names) Baltimore, Maryland 21203  
 (Address)

4. This financing Statement covers the following types (or items) of property:

See Attached Schedule A

RECORD FEE 11.00  
 POSTAGE .50  
 #220810 C777 R03 T10:26  
 11/03/89

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
 Products of Collateral are also covered Yes ( ) No (xx)

LESSEE	LESSOR
<u>Capital Travel Center, Inc.</u>	<u>CHESAPEAKE INDUSTRIAL LEASING CO., INC.</u>
By: <u>Davida K. Riley Pres.</u>	By: <u>Brian G. Connelly Mgr.</u>
<u>Davida K. Riley</u> (Title)	<u>Brian G. Connelly</u> (Title)
(Type or print name of person signing)	(Type or print name of person signing)
By: _____	Return to: <u>CHESAPEAKE INDUSTRIAL LEASING CO., INC.</u>
(Title)	<u>8767 SATYR HILL ROAD</u>
(Type or print name of person signing)	<u>BALTIMORE, MD 21234</u>

1750

SCHEDULE A

Attached to and made a part hereof to Equipment Lease No.  
BFSL 1799 dated 10-26-88.

<u>Quantity</u>	<u>Description</u>
1	Biltrite RA-3672-OP Executive Double Pedestal Desk 36" X 72"
1	Biltrite RA-2072-CR Executive Credenza 20" X 72" Two File
1	Hale 1730 Bookcase 36" X 38"
1	ST TIN S-618 Barrel Side Chair
2	GSA 1646-05 End Table 27 X 22 X 22"H
1	ST TIN S-922ST Executive Desk Chair Swivel Tilt, High Back
1	GSA RS348V10 Chairmat 36" X 48"
1	Biltrite RA-19-SUR-2 Single Pedestal Desk 30 X 60 w/Righ
1	Return 41 X 20 X 26"H
2	ST TIN S-618 Barrel Side Chair
1	GSA RS-48V10 Chairmate 36" X 48"
1	GSA F-4500 Mills Chair w/Arms Desk Chair
1	Nightinglae RA-3069-DP Double Pedestal Desk 30 X 60
2	ST TIN Parrel Side Chair, S-618
4	GSA RS348V10 Chairmat 36" X 48"
2	GSA F-4500 Mills Chair w/Arms Desk Chair
2	ST TIN S-618 Barrel Side Chair
2	GSA 1636-05 Corner Table 27 X 22 X 22"H
1	Hale 1772 Bookcase 36"W X 72"H
2	L & B 3672WBN Laminate Rectangle Conference Table 36 X 72
1	Thrasher CB/24-4,5RT Panel Leg Base w/Two 24" X 28"H Panel
1	Ends
6	Madison C13R05 Conference Chair, Sled Base
1	VIRCO 6815 Work Table 30" X 60"
1	GSA TSI Machine Table on Casters 36" X 20" X 26 1/2"H
1	GSA S3672 Not Drawn Storage Cabinet w/4 Shelves 36" X 18"
1	X 72"H
①	Corry FR10=3206-3 Three Drawer Lateral File
2	GLB Custom Laminate Top to Fit over Two 36"W Files

Approved and agreed to this 26th day of October, 1988  
 Lessee: Capital Travel Center, Inc. Lessor: Chesapeake Industrial Leasing Co., Inc.  
 BY: Darida K. Riley, Pres. BY: Bruce G. Connelly



FINANCING STATEMENT FORM UCC-1

Identifying File No. 275229

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated Oct. 26, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Association  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

RECORD FEE 1.10  
POSTAGE .50  
#220840 0777 R03 T10:30  
11/03/88  
RECORD FEE 9.90  
#220850 0777 R03 T10:30

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Ass. of certain contract payments under a certain Security Agreement dated Oct. 25, 1988 between Assignor as Secured Party and CONTRACT ACCOUNT #C/A308841204 as Debtor, Assignor has granted a Security Interest in the following equipment financed by Debtor, to Assignee per a Non-Recourse Assignment of Payments dated Oct. 26, 1988 between Assignor and Assignee:

- 1 (one) Emanuel Model T 150 Shredder S/N #88-H18 Manufactured by Engineered Reduction Systems - Remanufactured from (1) Mitts & Merrill Shredder Model MS6028 S/N SP-83020 w/attachments.

CHECK THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☒ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.  
*Frank J. Sarro III*  
(Signature of Debtor)

Frank J. Sarro, III, President  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

*William J. Ottey*  
(Signature of Secured Party)

William J. Ottey - President  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1150

1481

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) KNUT J. AARSAND 1129 Asquith Drive Arnold, Maryland 21012	2. Secured Party(ies) and address(es) FIRST AMERICAN BANK OF MARYLAND 111 South Calvert Street Suite 2610 Baltimore, Maryland 21202	For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>248546</u> Liber <u>464</u> Folio <u>506</u> Filed with <u>Anne Arundel County</u> Date Filed <u>August 12</u> 19 <u>83</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented:

FIRST AMERICAN BANK OF MARYLAND

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).By: C. Wayne Davis  
Signature(s) of Secured Party(ies)  
C. Wayne Davis, Group Vice President

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

275230

BOOK 534 PAGE 149

FINANCING STATEMENT

To Be Recorded with the State  
Department of State of Maryland

For Filing Officer Use:  
File No: \_\_\_\_\_  
Date: \_\_\_\_\_  
Hour: \_\_\_\_\_

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

RECORD FEE 26.00  
POSTAGE .50  
#321840 C237 R02 T12:44  
11/07/93

Maturity Date (if any): 1/1/95

Names(s) of Debtor(s) or Assignor(s) and Addresses:

Discovery Days ChildCare, Inc. & Waterfall Enterprises, Inc  
418 Colonial Ridge Lane  
Arnold, Maryland 21012

Name(s) of Secured Party (Parties) or Assignee(s) and Addresses:

First American Bank  
8701 Georgia Avenue  
Silver Spring, Maryland 20910

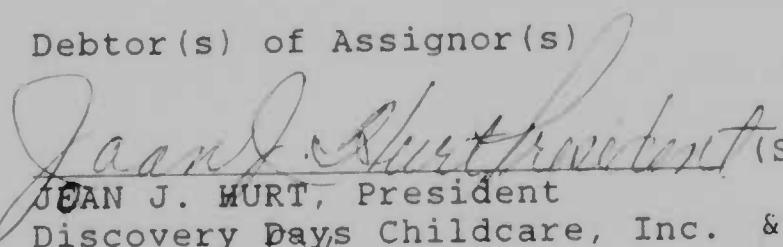
1. This Financing Statement covers the following types (or items) of property:

The Collateral covered includes all of Debtor's present and future (1) inventory including goods, wares, merchandise, and other tangible personal property now owned or hereafter acquired by the Debtor which are held for sale or lease or are furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed in the Debtor's business; and all increases, substitutions, replacement and additions to any of the foregoing and all proceeds of the foregoing, of every type, including cash and non-cash proceeds and (2) furniture, fixtures, equipment, supplies and inventory of every type and nature now or hereafter used or held for sale or lease in the Debtor's business, and all increases, substitutions, replacements and additions to any of the foregoing, of every type, including cash and non-cash proceeds, including but not limited to the specific item listed on attachment A.

Financing Statement  
Page Two

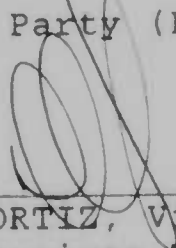
Proceeds of collateral are also covered.

Debtor(s) of Assignor(s)

 (SEAL)  
JOAN J. MURT, President

Discovery Days Childcare, Inc. & Waterfall Enterprises, Inc.

Secured Party (Parties) or Assignee(s)

 (SEAL)  
DENNIS ORTIZ, Vice President  
First American Bank

After recordation return to: Cawood, Krain, Lotridge  
& Kelly, P.A.  
170 Jennifer Road, Suite 200  
Annapolis, Maryland 21401

## 1986 EQUIPMENT

ITEM	VENDOR	DATE	LIFE
SHED	WARDS	10-23	5
VIDEOS	WARDS	10-20	5
VIDEOS	WARDS	10-16	5
FRONT WHEEL ALIGN POLICY-VAN	WARDS	10-30	5
T-SHIRTS FOR TRIPS	TIDEWATER PROD	11-7	10
CLASSROOM EQUIPMENT	BERNIE SHAW	12-10	5
TOILET SEATS	SCHUMACHER	12-9	5
CLASSROOM EQUIPMENT	MILES KIMBALL	11-6	5
PLAYGROUND EQUIPMENT	PIXIELAND, INC.	6-15	10
ART EQUIPMENT(EASELS, ETC.)	HAMMETT CO	11-13	5
OFFICE EQUIPMENT	J. WILLIAMS CO.	12-16	5
CLASSROOM EQUIPMENT	LITTLE PEOPLES	11-20	5
PLAYGROUND EQUIPMENT	LITTLE PEOPLES	9-5	20
PLAYGROUND EQUIPMENT	LITTLE PEOPLES	7-28	20
PLAYGROUND EQUIPMENT	LITTLE PEOPLES	7-30	10
CLASSROOM EQUIPMENT	LITTLE PEOPLES	9-24	5
CLASSROOM EQUIPMENT	ABC SCHOOL SUPPLY	10-16	5
OFFICE EQUIPMENT	J. WILLIAMS	12-16	5
CLASSROOM EQUIPMENT	LITTLE PEOPLES	11-17	5
SHED ACCESSORIES	DARYL GILLESPE	11-17	5
PLAYGROUND EQUIPMENT	LITTLE PEOPLES	11-13	20
CLASSROOM EQUIPMENT	ABC SCHOOL SUPPLY	11-6	5
CLASSROOM EQUIPMENT	LITTLE PEOPLES	11-10	5
T-SHIRTS & TOTES FOR TRIPS	TIDEWATER PRODUCTS	11-7	10
THERMOSTATS	CROWN REFRIGER	11-19	10
OFFICE EQUIPMENT	EASTERN OFFICE	10-31	10
ART EQUIPMENT	ABC SCHOOL	10-30	5
TOYS	DISCOVERY TOYS	10-30	5
BOOKS	WEEKLY READER	11-3	5
OFFICE EQUIPMENT	MERIT GRAPHICS	10-20	5
OFFICE EQUIPMENT	STANDARD REGISTER	10-14	5
TOYS	DISCOVERY TOYS	10-3	5
TOYS/CLASSROOM EQUIPMENT	CHILDCRAFT EDUC.	10-14	10
FIRE EXTINGUISHERS	HARRIS FIRE PROT	10-6	5
OFFICE EQUIPMENT	MERIT GRAPHICS	10-9	5
CLASSROOM EQUIPMENT	KAPLAN SCHOOL SUPP	11-21	10
CLASSROOM EQUIPMENT/CARTS	HECHINGER	8-6	5
CLASSROOM EQUIPMENT	CHANNEL	8-6	5
CLASSROOM EQUIPMENT	HECHINGER	8-15	5
BOY'S WORKSHOP EQUIPMENT	HECHINGER	8-19	5
OFFICE EQUIPMENT	BRADLEES	7-29	5
CLASSROOM EQUIPMENT	BRADLEES	11-6	5
CLASSROOM EQUIPMENT	WILLIAMSBURG POIT	11-16	5
OFFICE EQUIPMENT	BRADLEES	3-25	5
OFFICE EQUIPMENT	CONSUMERS DISTRIB	4-9	5
OFFICE EQUIPMENT	EASTERN OFFICE EQUI	6-3	10
OFFICE EQUIPMENT	RADIO SHACK	11-3	10
CLASSROOM EQUIPMENT	LONDON BRIDGE	10-31	5
TOILET SEATS	SCHUMACHER	11-5	5
CLASSROOM EQUIPMENT	HECHINGERS	11-8	5



## 1986 EQUIPMENT-

CLASSROOM EQUIPMENT  
 CLASSROOM EQUIPMENT  
 OFFICE EQUIPMENT  
 SIGNS  
 OFFICE EQUIPMENT  
 CLASSROOM EQUIPMENT  
 OFFICE EQUIPMENT  
 OFFICE EQUIPMENT  
 OFFICE EQUIPMENT  
 CLASSROOM EQUIPMENT  
 PLAYGROUND EQUIPMENT  
 OFFICE EQUIPMENT  
 PLAYGROUND GRADING  
 COT COVERS  
 CLASSROOM EQUIPMENT  
 COMPUTER  
 OFFICE EQUIPMENT  
 OFFICE EQUIPMENT  
 PLAYGROUND EQUIPMENT  
 JANITORIAL EQUIPMENT  
 OFFICE EQUIPMENT  
 CLASSROOM EQUIPMENT  
 BOOKS  
 BOOKS  
 TOYS  
 CLASSROOM EQUIPMENT

LITTLE PEOPLES	11-10	5
K-MART	11-19	5
CONSUMERS DISTR	10-22	5
SEYON NAME PLATE	10-23	5
CHANNEL HOME CTR	10-22	5
LITTLE PEOPLES	9-12	5
RELIABLE CORP.	11-10	5
RELIABLE CORP	11-10	5
RELIABLE CORP.	11-3	5
ABC	7-1	5
LITTLE PEOPLES	7-8	20
EASTERN OFFICE	8-2	10
SPELLMAN, LARSON	8-13	20
NASCO	5-31	5
PROFESSOR BEAR'S	4-15	5
RADIO SHACK	3-31	10
WARDS	2-21	5
WARDS	2-27	5
GENSTAR STONE	9-26	20
PROF. PAPER & PKG	7-16	5
EASTERN OFFICE	9-9	10
AMES	7-30	5
WEEKLY READERS	9-16	5
WEEKLY READERS	9-16	5
DISCOVERY TOYS	9-5	5
DONNA KRAUSE	7-31	5

## 1987 EQUIPMENT PURCHASES

ITEM	VENDOR	DATE	LIF
SWIMMING POOLS	AMES	6/16	5
TABLES	ATLANTIC EQUIPMENT	10-21	10
VACUUMS	ATLANTIC EQUIPMENT	10-21	5
BOOKCASES	AMES	10-5	10
WOODEN UNIT BLOCKS	ABC SCHOOL SUPPLY	10-09	10
MANIPULATIVES	ABC	9-10	10
CUBBIES	AMES	4-30	5
WATER PLAY; READING EQUIP	ABC	4-16	5
PUZZLES & RACKS	ABC	4-2	5
FLANNELBOARDS & KITS	ABC	1-5	5
FLANNELBOARD KITS	ABC	2-25	5
PUZZLES & RACKS	ABC	*11-1986	5
WOODEN BLOCKS & TRUCKS	ABC	9-18	10
AIR FRESH CABINETS	ABC	12-21	5
OUTDOOR LIGHTS	BOSCH	10-08	10
TELEPHONE	BRADLEES	3-4	10
TIME CLOCK	K-MART	1-3	10
PLAYGROUND EQUIPMENT	ATLANTIC EQUIPMENT	1-3	20
PLAYGROUND EQUIPMENT	LITTLE PEOPLES	1-3	20
CIRCULAR SAW	LITTLE PEOPLES	7-31	5
PICNIC TABLE	BROCK TOOLS	6-87	10
CHECKWRITER	CRAWFORD	6-2	5
WATER PLAY KITS	CRONE	4-14	5
INTERCOMS & PHONES	CHILDCRAFT	2-05	10
AUTO THERMOSTATS	RADIO SHACK	1-29	10
LARGE TOY BLOCKS	CROWN	*10-1986	10
COT COVERS	CHILDCRAFT	10-20	5
SHELVES	MARILYN CRAFT	11-18	10
COMPUTER MONITOR, HARD DISK	CHANNEL'S	7-20	5
STAPLERS	RADIO SHACK	3-8	5
FILE CABINETS	DRUG CITY	1-5	10
GRAVEL FOR PLAYGROUND	EASTERN OFFICE EQUIP	3-11	10
CARPET RUNNER	GENSTAR	1-13	5
DOOR ALARMS (PORTABLE)	HECHINGER'S	12-15	5
BOOKS	HECHINGER'S	7-29	5
FIRE EXTINGUISHERS	HAMMETT'S	7-20	10
EASELS & PAINT POTS	HARRIS	*12-1986	10
PLAYGROUND EQUIP. & COTS	HAMMETT	3-15	10
COTS	INSTA PLAY	3-15	10
PHONES	INSTA PLAY	2-1	10
VCR TAPES	INSIDE CONNECTIONS	5-7	5
VCR TAPES	KAUDERS	5-13	5
RIDING TOYS	KAUDERS	4-29	5
FLANNELBOARDS & KITS	LITTLE PEOPLES	2-5	5
LARGE BLOCKS	LITTLE PEOPLES	1-8	10
OFFICE DESK EQUIPMENT	LITTLE PEOPLES	7-23	5
COMPUTER PROGRAMS	RELIABLE	6-9	10
LIGHTS FOR SIGNS	RADIO SHACK	12-18	10
LIGHTS	SHEPHERD ELECTRIC	12-17	10
VACUUM CLEANERS	SHEPHERD ELECTRIC	11-3	5
PLAY HOUSES	SEARS	11-3	5
CHILDREN'S PLAYSETS	SEARS	10-21	5
CLASSROOM PLAY EQUIPMENT	TUPPERWARE (LINDA SPENCE)	11-25	5
CLASSROOM PLAY EQUIPMENT	BERNIE SHAW	10-20	5
	SEARS		

SITE PLANS FOR PLAYGROUND	SPELLMAN & LARSON	7-8	20
CLASSROOM PLAY EQUIPMENT	SEARS	5-8	5
CLASSROOM KITCHEN TOYS	SEARS	11-15	5
SIGNS	SETON NAME PLATE	1-16	10
VACUUM	SEARS	8-19	5
AIR CONDITIONERS	SEARS	8-19	5
CABINET	SEARS	1-12	10
RECORD PLAYER	SEARS	3-13	5
CURTAINS	SEW & SEW	3-31	5
MISC. CLASSRM EQUIPMENT	BERNIE SHAW	4-9	5
DODGE VAN	THOMPSON LINCOLN MERC	6-8	5
STORM DOOR	TOWNE HARDWARE	2-2	10
CLASSROOM PLAY EQUIPMENT	TOYS-R-US	3-3	5
ABC LETTERS	CAROL WRIGHT	12-4	5
CHILDREN'S PAINT EASELS	WEISENFELD	11-2	10
ROOM DIVIDERS	WEISENFELD	11-5	10
BOOKS	WEEKLY READER	10-7	5
SEATBELTS	WESTERN AUTO	6-8	5
FLOOR MAT	ZEP	2-5	5
COAT HOOKS	MILL SUPPLY	10-24	5
CLASSROOM PLAY EQUIPMENT	STRICKLING CO	10-27	5
SCIENCE EQUIPMENT	POTPOURRI	11-14	5
BOOKS	FRANKLIN MINT	10-23	5
AIR CONDITIONERS	WARDS	7-9	5
VAN BREAKS	WARDS	8-3	5
CAR SEAT	WARDS	8-6	5
COLOR TV	WARDS	1-22	5
PHONE	WARDS	1-15	5
PHONE ANSWER MACHINE	WARDS	1-20	5
MICROWAVE	WARDS	9-16	5
VIDEO TAPES	WARDS	9-27	5
SEAT BELTS	WESTERN AUTO	8-11	5
SCIENCE EQUIPMENT	POTPOURRI	8-13	5
COTS	ABC SCHOOL SUPPLY	8-10	10
CLASSROOM EQUIPMENT	WALTER DRAKE	8-19	5
SCIENCE EQUIPMENT	POTPOURRI	9-3	5
AIR CONDITIONER	WARDS	6-18	5
CAR SEAT	WARDS	1-6	5
REFRIGERATOR	WARDS	12-26	5
TIME CLOCK	ATLANTIC EQUIPMENT	5-7	10
TOYS	NASCO	4-30	5
TOYS	TOYS-R-US	3-26	5
CUBBIES/BINS	CALDORS	2-4	5
CLASSROOM EQUIPMENT	LITTLE PEOPLES WORKSHOP	1-7	5
CLASSROOM EQUIPMENT	HAMMETTS	1-10	5
BINS/CUBBIES	JJ NEWBERRY	1-21	5
CLASSROOM EQUIPMENT	TOYS-R-US	12-20	5
COT COVERS	NASCO	5-12	5
CLASSROOM EQUIPMENT	HAMMETTS	5-26	5
TOY BASKETS	CHANNELS	1-5	5
TELEPHONE	RADIO SHACK	6-22	5
CLASSROOM TOYS	TOYS-R-US	7-15	5
CLASSROOM TOYS	NASCO	7-22	5
VAN ALARM	SALVO AUTO	7-27	5
MUSICAL EQUIPMENT	NASCO	4-15	5
CALCULATOR	OFFICE EQUIPMENT CTR	9-8	5
SCIENCE EQUIPMENT	OPTI-GONE	1-15	5
PLAY TABLES	WILLIAM PEARL	7-3	5

## FINANCING STATEMENT

1. ☐ To be recorded in the Land Records.
2. ☒ To be recorded among the Financing Statement Records.
3. ☐ Not subject to Recordation Tax.
4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 70,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to State Department of Assessments and Taxation.

RECORD FEE 10.00  
BALANCE 1345 901 70915  
11/09/88

5. Debtor(s) Name(s) Address(es)  
Wavedancer, Inc. See Attached Schedule A

6. Secured Party Address 100 S. Charles Street  
Equitable Bank, National Association Baltimore, Maryland 21201  
Attention: Rhonda Gwin  
(Type name & title)  
Documentation Assistant

RECORD FEE 1.00  
POSTAGE .50

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☒ A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☒ B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☒ C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☒ D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☒ E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. ☐ All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are:

Debtors Wavedancer, Inc.

By: Vincent J. Cerniglia, President (Seal)

(Seal)

(Seal)

(Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7/82)

WHEN RECORDED RETURN TO  
AUTOMATED TITLE, INC.  
204 E. LOMBARD ST., 3rd FLOOR WEST  
BALTO., MD 21202

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 3rd FL.  
BALTIMORE, MARYLAND 21201

**SCHEDULE A**

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association, the Secured Party and Wavedancer, Inc. the Debtor.

Debtor's addresses are as follows:

56 Annapolis Mall  
Annapolis, Maryland 21401

Towsontown Center  
700 Fairmount Avenue  
Towson, Maryland 21204

Owings Mills Town Center  
10300 Mill Run Circle, Suite 2016  
Owings Mills, Maryland 21117

Columbia Mall  
Columbia Maryland 21044

9385 Gerwig Lane, Suite E  
Columbia, Maryland 21046

6669-A Springfield Mall  
Springfield, Virginia 22150

Cranberry Mall  
Westminster, Maryland 21157

Tyson Corner Center  
1961 Chain Bridge Road  
McLean, Virginia 22102

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 3rd FL.  
BALTIMORE, MARYLAND 21201



Not to be recorded in  
Land Records

Subject to Recordation Tax: 275232  
Principal Amount is \$304,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: 3rd October, 1988

FINANCING STATEMENT

1. Debtor: Address:  
AMERICAN HOMES CORPORATION 647 Revell Highway  
Annapolis, Maryland 21401
2. Secured Party: Address:  
FAIRVIEW FEDERAL SAVINGS 9151 Baltimore National Pike  
& LOAN ASSOCIATION Ellicott City, Maryland 21043
3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

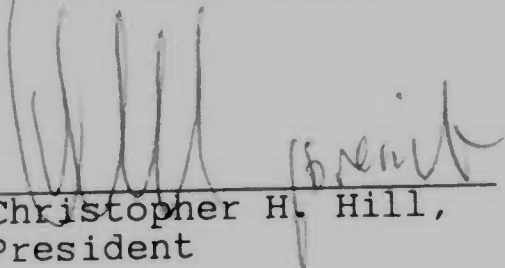
13-56

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral are covered hereunder.
6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

AMERICAN HOMES CORPORATION

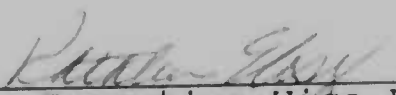
By:

  
Christopher H. Hill,  
President

SECURED PARTY:

FAIRVIEW FEDERAL SAVINGS  
& LOAN ASSOCIATION

By

  
Executive Vice-President

AHFS958.198 H1

SCHEDULE A

All that lot of ground situate in Anne Arundel County, Maryland and being known and designated as Lot 33A, Section 4, as shown on the plat entitled "Minor Subdivision, South River Spring Lakes, Section IV", which plat is duly recorded among the Land Records of Anne Arundel County, Maryland at Liber 3773, page 485.

08690-20041

## FINANCING STATEMENT

- ☒ Not subject to recordation tax  
☐ Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s):  
Address: Legum & Henley, P.A.  
208 Duke of Gloucester St.  
Annapolis, Md. 21401

275233

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: Metro Plaza One, 8401 Colesville Road  
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:  
Accounts Receivable

4. Check the statements which apply, if any, and supply the information indicated:

- ☐ (If collateral is goods which are or are to become *fixtures*—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00  
POSTAGE .50  
#322690 0237 R02 T11:48  
11/09/88

☒ Proceeds of the collateral are also covered.

☐ Products of the collateral are also covered.

Debtor(s) Legum & Henley, P.A.

Alan H. Legum, Pres.

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: Teresa M. Vance, Branch Officer-Mgr.  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

CDF/05-22-87  
9794X  
SSA-SFC(0)(4)  
SSA-CONST/PERM(4)

275231

To be recorded	Not subject to recordation
(1) in the Land Records	tax
of <u>Anne Arundel</u> County;	
(2) in the Financing Statement	Principal amount is
Records of <u>Anne Arundel</u> County;	\$ <u>650,000.00</u>
and	
(3) in the Financing Statement	
Records of <u>Anne Arundel</u> County	

The appropriate amount of documentary stamps are affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

RECORD FEE 18.00  
POSTAGE .50  
#327790 0237 R02 112:38  
11/09/88

SECURITY AGREEMENT AND FINANCING STATEMENT

- |                            |                                    |
|----------------------------|------------------------------------|
| 1. Debtor:                 | Mailing Address of Debtor:         |
| <u>Eugene M. Zoglio</u>    | <u>760 South River Landing Rd.</u> |
| <u>Paulette T. Zoglio</u>  | <u>Edgewater, MD 21037</u>         |
| <hr/>                      |                                    |
| 2. Secured Party:          | Address of Secured Party:          |
| STERLING BANK & TRUST CO., | Suite 201                          |
| a bank and trust company   | 111 East Water Street              |
| organized and existing     | Baltimore, Maryland 21202          |
| under the law of Maryland, |                                    |

3. In consideration of the premises and the sum of One Dollar, the receipt and adequacy of which is hereby acknowledged, Debtor does hereby create and grant to the Secured Party a security interest under the provisions of Title 9 of the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended), in all of the collateral hereinafter mentioned.

4. This Security Agreement and Financing Statement covers all of the Debtor's right, title and interest in and to

4.1. All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is described in Exhibit A hereto and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows,

1800





CDF/05-22-87  
9794X  
SSA-SFC(0)(4)  
SSA-CONST/PERM(4)

stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land. Some or all of the aforesaid items are or are to become fixtures upon the aforementioned land.

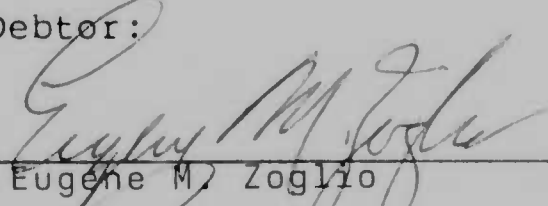
4.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

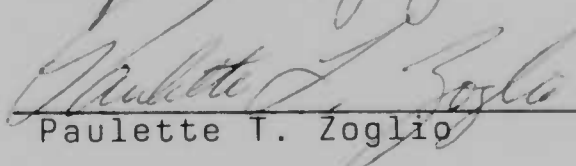
5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in Anne Arundel County, Maryland which is more particularly described in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$650,000.00. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such Deed of Trust Note, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

Debtor:

  
Eugene M. Zoglio

  
Paulette T. Zoglio

Date: November 3, 1988

To the Filing Officer: After this Statement has been recorded, please mail the same to:

CDF/05-22-87  
9794X  
SSA-SFC(0)(4)  
SSA-CONST/PERM(4)

BOOK 534 PAGE 103

FINANCING STATEMENT

by

Eugene M. Zoglio and Paulette T. Zoglio, Debtor

and

STERLING BANK & TRUST CO., Secured Party

EXHIBIT A

Description of land

PLEASE SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT A-LEGAL DESCRIPTION

Unit 760, "Section VII, SOUTH RIVER LANDING, A CONDOMINIUM", as per plat thereof recorded in Plat Book E-28 at Plat 32 of the Land Records of Anne Arundel County, Maryland.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and Address(es):

James R. Batchelor t/a  
Batchelor Excavating  
111 Maryland Avenue  
Edgewater, Maryland 21037

2. Secured Party(ies) Name(s) And Address(es):

Alban Tractor Co., Inc.  
P.O. Box 9595  
Baltimore, Maryland 21237

No. of Additional  
Sheets Presented:

RECORD FEE 10.00  
POSTAGE .50  
#236030 0040 R04 T12:50  
11/09/88

3. (a) This statement refers to original Financing Statement bearing File No. 187050  
(b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed.  
(c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block ☐

4. ☐ Continuation.

The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.

5. ☐ Termination.

Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)

6. ☒ Assignment.

The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9.

7. ☐ Amendment.

Financing statement bearing file number shown above is amended as set forth in Item 9.

8. ☐ Release.

Secured party releases the collateral described in Item 9 from the financing statement bearing the number shown above.

9.

Diversified Leasing, Inc.  
133 Defense Highway, Suite #207  
Annapolis, Maryland 21401

10. Signatures:

By

Debtor(s) (necessary only if Item 7 is applicable)

Alban Tractor, Co., INC.

By

Secured Party(ies)

Standard Form Approved by  
N. C. Sec. of State  
and other States shown above.

UCC-3

FINANCING STATEMENT CHANGE

10-50 (1) Filing Office Copy - Numerical

UNIFORM COMMERCIAL CODE

Washington Law Reporter Form 1000  
1111 1st St., N.W., Washington, D.C. 20004

## FINANCING STATEMENT

For Filing Officer Use

File No. ....  
Date &  
Hour .....Check below if goods are  
or are to become fixtures.☒ TO BE RECORDED IN FINANCING STATEMENT  
~~XXXX~~ RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) No. Street City State  
(Last Name First)MCKEEVERS, INC. and/or  
EDWARD HERMANN

662 Faircastle Avenue, Severna Park, Maryland

Name of Secured Party or assignee No. Street City State

DOMINION BANK OF MARYLAND, 7220 Wisconsin Ave., Bethesda, Md. 20814  
National Association

1. This financing statement covers the following types (or items) of property: (List or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All Equipment and Fixtures now owned or hereafter acquired by Debtor.

All Accounts, including accounts receivable of Debtor, now existing or hereafter arising including without limitation, all debts arising out of the sale by Debtor of goods and/or services in the form of an open Account, Promissory Note, Chattel Paper, Draft, Trade Acceptance, other Instruments for the payment of money or any other form.

All Inventory including, without limitation, all goods held for sale or lease or being processed for sale or lease in Debtor's business, as now or hereafter conducted, including all materials, goods or work in process, finished goods or materials used or consumed in Debtor's business and any goods returned for any reason to Debtor for credit.

All Chattel Paper, Documents, Instruments and General Intangibles now owned or hereafter acquired by Debtor.

RECORD FEE 12.00

POSTAGE .50

#224590 C777 R03 716:07

11/09/88

(If affixed to realty—state value of each article)

## CHECK IN THE LINES WHICH APPLY

2. ☐ If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

Part of the

3. ☒ If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If block system is maintained, state house number and street, if there be any, or block reference.

SEE EXHIBIT "A" attached hereto and hereby incorporated by reference

4. ☒ Proceeds of collateral are also covered: ☒ Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING

The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

MCKEEVERS, INC. and/or EDWARD HERMANN

BY: Edward R. Hermann, Jr. (Seal)  
EDWARD R. HERMANN, JR., President (Corporate, Trade or Firm Name)Edward Hermann (SEAL)  
EDWARD HERMANN, Individually Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)KATZ, FRONE SLAN & BLECKER, P.A.  
ATTORNEYS AT LAW  
10605 CONCORD STREET  
KENSINGTON, MD 20895-2534

RETURN TO

12.50



EXHIBIT "A"

BOOK 554 PAGE 107

3900 Square feet of rental property in Building 3R at  
"FESTIVAL AT PASADENA" and bearing a street address of  
8125 Governor Ritchie Highway, Pasadena, Maryland 21122.

EXHIBIT "B"

PROPERTY SUBJECT TO SECURITY INTEREST

Any and all fixtures, appliances, machinery and equipment of any nature whatsoever, and other articles of personal property at any time now or hereafter installed in, attached to or situated in or upon the land described in Exhibit "A" or the buildings and improvements now erected or to be erected thereon, or used or intended to be used in connection with the real estate, or in the operation of the buildings and improvements, plant or business situate or operated thereon (the "Property"), whether or not the personal property is or shall be affixed hereto.

Including, without limiting the generality of the foregoing, all furnaces, boilers, machinery, ranges, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, fittings, siding, pipe, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, refrigerators, ovens, kitchen equipment, televisions, carpeting, furniture, furnishings, swimming pool apparatus, and other recreational equipment, elevators, if any, television antennas, tubs and enclosures, sinks, rollers, vanities, built-in cabinets, vending machines, signs, tools, and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with said buildings or improvements for heating, cooling, lighting, plumbing, ventilation, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity or other services or for general operation of the buildings and improvements, or business, if any, situate or operated thereon, licenses, permits, franchises, if any, and other documents relating to the operation of the Property, and all rents, issued and profits arising out of the operation of the Property.

Such security interest shall extend to and include as well any and all proceeds and products of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise and the proceeds and products thereof.

275236

UNIFORM COMMERCIAL CODE

Washington Law Reporter Form 1000  
1811 Two St., N.W., Washington, D.C. 20006

FINANCING STATEMENT

Check below if goods are  
or are to become fixtures.

☒ TO BE RECORDED IN FINANCING STATEMENT  
RECORD RECORDS

For Filing Officer Use	
File No.	.....
Date &	.....
Hour	.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
--	-----	--------	------	-------

HERMANN, EDWARD  
HERMANN, SALLY M.

662 Faircastle Avenue, Severna Park, Maryland  
662 Faircastle Avenue, Severna Park, Maryland

Name of Secured Party or assignee

No.	Street	City	State
-----	--------	------	-------

DOMINION BANK OF MARYLAND,  
National Association

7220 Wisconsin Ave., Bethesda, Md. 20814

1. This financing statement covers the following types (or items) of property: (List or descriptions may be on separate sheets firmly attached hereto.) (Describe)

SEE EXHIBIT "B" attached hereto and hereby  
incorporated by reference

RECORD FEE 12.00  
POSTAGE .50  
#224600 0777 R03 716:07  
11/09/88  
CK

KATZ, FRONE, SLAN & BLECKER, P.A.  
ATTORNEYS AT LAW  
10605 CONCORD STREET  
KENSINGTON, MD 20895-2014

RETURN TO

(If affixed to realty—state value of each article)

CHECK ☒ THE LINES WHICH APPLY

2. ☐ If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

Part of the  
3. ☒ If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.

SEE EXHIBIT "A" attached hereto and hereby incorporated by  
reference

4. ☒ Proceeds of collateral are also covered: ☒ Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

<u>Edward Hermann</u> (SEAL)	_____ (Seal)
------------------------------	--------------

EDWARD HERMANN

(Corporate, Trade or Firm Name)

<u>Sally M. Hermann</u> (SEAL)	_____
--------------------------------	-------

SALLY M. HERMANN

Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

12.50

EXHIBIT "A"

BOOK 534 PAGE 169

Lot 3, Block D, as shown on the plat of CHARTWOOD, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 33, folio 85.

Bearing street address of 662 Faircastle Avenue, Severna Park, Maryland 21146.

Tax I.D. No.: 3-182-16465675

EXHIBIT "B"

PROPERTY SUBJECT TO SECURITY INTEREST

Any and all fixtures, appliances, machinery and equipment of any nature whatsoever, and other articles of personal property at any time now or hereafter installed in, attached to or situated in or upon the land described in Exhibit "A" or the buildings and improvements now erected or to be erected thereon, or used or intended to be used in connection with the real estate, or in the operation of the buildings and improvements, plant or business situate or operated thereon (the "Property"), whether or not the personal property is or shall be affixed hereto.

Including, without limiting the generality of the foregoing, all furnaces, boilers, machinery, ranges, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, fittings, siding, pipe, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, refrigerators, ovens, kitchen equipment, televisions, carpeting, furniture, furnishings, swimming pool apparatus, and other recreational equipment, elevators, if any, television antennas, tubs and enclosures, sinks, toilets, vanities, built-in cabinets, vending machines, signs, tools, and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with said buildings or improvements for heating, cooling, lighting, plumbing, ventilation, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity or other services or for general operation of the buildings and improvements, or business, if any, situate or operated thereon, licenses, permits, franchises, if any, and other documents relating to the operation of the Property, and all rents, issued and profits arising out of the operation of the Property.

Such security interest shall extend to and include as well any and all proceeds and products of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise and the proceeds and products thereof.

EXHIBIT "A"

BOOK 534 PAGE 169

Lot 3, Block D, as shown on the plat of CHARTWOOD, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 33, folio 85.

Bearing street address of 662 Faircastle Avenue, Severna Park, Maryland 21146.

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PROPERTY SUBJECT TO SECURITY INTEREST

Any and all fixtures, appliances, machinery and equipment of any nature whatsoever, and other articles of personal property at any time now or hereafter installed in, attached to or situated in or upon the land described in Exhibit "A" or the buildings and improvements now erected or to be erected thereon, or used or intended to be used in connection with the real estate, or in the operation of the buildings and improvements, plant or business situate or operated thereon (the "Property"), whether or not the personal property is or shall be affixed hereto.

Including, without limiting the generality of the foregoing, all furnaces, boilers, machinery, ranges, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, fittings, siding, pipe, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, refrigerators, ovens, kitchen equipment, televisions, carpeting, furniture, furnishings, swimming pool apparatus, and other recreational equipment, elevators, if any, television antennas, tubs and enclosures, sinks, toilets, vanities, built-in cabinets, vending machines, signs, tools, and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with said buildings or improvements for heating, cooling, lighting, plumbing, ventilation, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity or other services or for general operation of the buildings and improvements, or business, if any, situate or operated thereon, licenses, permits, franchises, if any, and other documents relating to the operation of the Property, and all rents, issued and profits arising out of the operation of the Property.

Such security interest shall extend to and include as well any and all proceeds and products of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise and the proceeds and products thereof.



275237

## FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at \_\_\_\_\_
2. ☒ To Be Recorded among the Financing Records at Anne Arundel County
3. ☐ Not subject to Recordation Tax.
4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 50,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Court for Anne Arundel County

5. Debtor(s) Name(s): Fenhagen, Hoffberger & Cox Address(es): 326 First Street, Suite 38  
Annapolis, Maryland 21403

6. Secured Party: Maryland National Bank Address: Department: ACCU  
Attention: Lisa Edwards Post Office Box 987, Mailstop 500-501  
Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☒ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☒ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A).

Debtor: Fenhagen, Hoffberger & Cox

By: [Signature] (Seal)  
Simon Cox, General Partner

By: [Signature] (Seal)  
David Hoffberger, General Partner

By: [Signature] (Seal)  
Donald Fenhagen, Gen. Partner  
Secured Party, Maryland National Bank

By: [Signature] (Seal)  
Mark T. Blizzard, Vice President

207-95 REV 1/86

MARYLAND NATIONAL BANK

Mail To:  
 Maryland National Bank  
 Credit Collateral Unit  
 P.O. Box 871  
 Annapolis, Maryland 21404

1415660-501

13  
 350  
 2



275233

500 504 PAGE 171

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional  
Sheets Presented3 ☐ The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)

2 Secured Party(ies) Name(s) and Address(es)

4 For Filing Officer: Date Time No. Filing Office

DRISGILL PATRICK V.

DRISGILL DAWN L.

1488 GREEN VALLEY CIR., RIDGEWOOD MH  
HANOVER MD 21076

EASTERN HOMES, INC.

8291 WASHINGTON BLVD.

JESSUP, MD 20794

RECORD FEE 12.00

#225080 0777 R03 T10:01

11/10/89

5 This Financing Statement covers the following types (or items) of property

6 Assignee(s) of Secured Party and Address(es)

1979 SCHULT

MANCHESTER

14 X 70

GREEN TREE ACCEPTANCE INC.

SERIAL # 180794

AND INCLUDING ALL FURNITURE, FIXTURES,

APPLIANCES AND APPURTENANCES THEREIN AND THERETO;

2200 SPITZ BOULEVARD SUITE 245

INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S

WOODBRIDGE, VA 22194

☒ INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT

8 Describe Real Estate Here

☐ This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

☐ The described crops are growing or to be grown on \*  
☐ The described goods are or are to be affixed to \*  
☐ The lumber to be cut or minerals or the like (including oil and gas) is on \*  
\*(Describe Real Estate in Item 8.)

No. &amp; Street

Town or City

County

Section

Block

Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)

- ☐
- which is proceeds of the original Collateral described above in which a security interest was perfected, or
- 
- ☐
- acquired after a change of name, identity or corporate structure of the Debtor, or
- 
- ☐
- as to which the filing has lapsed, or
- 
- already subject to a security interest in another jurisdiction
- 
- ☐
- when the Collateral was brought into this State, or
- ☐
- when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:

- ☐
- Consignee(s) and Consignor(s) or
- 
- ☐
- Lessee(s) and Lessor(s)

DRISGILL PATRICK V.

DRISGILL DAWN L.

EASTERN HOMES, INC.

By

*Patrick V. Drisgill*  
Signature(s) of Debtor(s)

By

*Eastern Homes, Inc.*  
Signature(s) of Secured Party(ies)

(3/83)

12070

FILING OFFICER COPY—NUMERICAL

(Required only if Item 10 is checked)

STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

534-172

# not used

11-10-88

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271836

RECORDED IN LIBER 523 FOLIO 454 ON March 1, 1988 (DATE)

1. DEBTOR

Name Trans-Financial Leasing Corp.  
Address The Steffey Bldg., Suite 200-B, 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Sav. & Loan Assn.  
Address 7711 Quarterfield Road Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  TERMINATION</p>

RECORD FEE 10.00  
POSTAGE .50  
#224980 C777 R03 109:52  
11/10/88  
CK

Dated October 28, 1988

Susan L. Thompson  
(Signature of Secured Party)  
Susan L. Thompson - Vice President  
Type or Print Above Name on Above Line

filed with Anne Arundel County

BOOK 554 174

Anne Arundel Co  
C-02-06179-4

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275239

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gunther's Leasing Transport, Inc.

Address 8350 Capel Drive, Pasadena Maryland 21122

2. SECURED PARTY

Name Beltway International Trucks, Inc.

Address 1800 Sulphur Spring Rd., Baltimore Maryland 21227

First Interstate Credit Alliance, Inc., P.O. Box 1680 Glen Burnie MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Eight (8) 1989 International Tractors  
Model 8300, S/N's 1HSJXGEN2KH662395  
1HSJXGEN4KH662396  
1HSJXGEN6KH662397  
1HSJXGEN8KH662398  
1HSJXGENXKH662399  
1HSJXGEN2KH662400  
1HSJXGEN4KH662401  
1HSJXGEN6KH662402

ASSIGNEE OF SECURED PARTY

First Interstate Credit Alliance, Inc.  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, Maryland 21061

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are ~~affixed to~~ secured by POSTAGE 11.00  
be affixed to: (describe real estate) .50

#224970 C777 R03 109:51  
11/10/88

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Gunther's Leasing Transport, Inc.

Mark D. Gunther, Pres.  
(Signature of Debtor)

Mark D. Gunther, Pres.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Beltway International Trucks, Inc.

John J. Morray, Pres.  
(Signature of Secured Party)

John J. Morray, Pres.  
Type or Print Above Signature on Above Line

1/50

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 275210

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partly subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name William E. StahlAddress 3298 Greenash Road, Davidsonville, MD 21035

## 2. SECURED PARTY

Name Outdoor PowerAddress 1915 Lincoln Drive  
Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

-New John Deere 318 Lawn & Garden Tractor  
S/N M00318X484471

-New John Deere 50" Mid mower

-New John Deere Power Flow System

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00  
#224960 C777 R03 109:49  
11/10/88

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

William E. Stahl  
(Signature of Debtor)

William E. Stahl  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Outdoor Power  
(Signature of Secured Party)

Outdoor Power  
Type or Print Above Signature on Above Line

110



## FINANCING STATEMENT FORM UCC-1

Identifying File No. 275241

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Port Annapolis Marina, Inc.  
Address 7074 Bembe Beach Road, Annapolis, MD 21403

## 2. SECURED PARTY

Name John Deere Company  
Address P.O. Box 65090  
West Des Moines, Iowa 50265-0090

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

-New John Deere 332 Lawn & Garden Tractor  
S/N M00332X478021

-New John Deere 50" Mid mower  
S/N M01013X591164

RECORD FEE 12.00  
#224950 CT77 R03 109:49  
11/10/89

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Port Annapolis Marina, Inc.  
(Signature of Debtor)

Port Annapolis Marina, Inc.  
Type or Print Above Name on Above Line

Marshall P. Larner  
(Signature of Debtor)

Marshall P. Larner  
Type or Print Above Signature on Above Line

John Deere Company  
(Signature of Secured Party)

John Deere Company  
Type or Print Above Signature on Above Line

200

RTC - A8800164

TERMINATION OF FINANCING STATEMENT

TO BE RECORDED AMONG THE CHATTEL RECORDS  
FOR ANNE ARUNDEL COUNTY, MARYLAND.

This Termination of Financing Statement is presented to a filing officer for  
filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement Book 498, Identification Number  
262113.

Date of original Filing June 2, 1988.

Record Reference N/A.

Maturity date (if any) N/A.

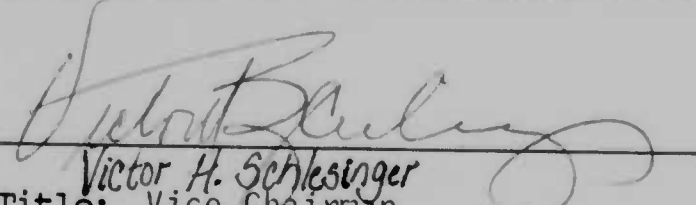
Name of Debtor and Debtor's address:  
SERVERNA PARK MALL ASSOCIATES, a Maryland General Partnership  
c/o Turch/Wells Associates  
Suite 900, 1275 K Street, N.W.  
Washington, D. C. 20005

Name of Secured Party and Secured Party's address:  
MORTGAGE AND REALTY TRUST, a Maryland Real Estate Investment Trust  
8360 Old York Road  
Elkins Park, Pennsylvania

The original Financing Statement, identified above by the file number is  
terminated and the secured party no longer claims a security interest under  
the financing statement.

SECURED PARTIES:

MORTGAGE AND REALTY TRUST,  
a Maryland Real Estate Investment Trust

BY:   
Title: Vice Chairman

RECORD FEE 10.00  
POSTAGE .50  
#408130 1245 R01 T14117  
11/10/88

AFTER RECORDING, PLEASE MAIL TO:  
Real Title Company, Inc.  
2009 North 14th Street, Suite 100  
Arlington, Virginia 22201  
ATTENTION: R. Eric Taylor  
RTC - A8800164

16.50

## STATE OF MARYLAND

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 275243

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
 Don't indicate amount of taxable debt here. \$

If this statement is to be recorded  
 in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
 Uniform Commercial Code.

## 1. DEBTOR #6568

Name Bayside Office Support Services, Inc.

Address 428 Fourth Street, Suite #4, Annapolis, Maryland 21403

## 2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Hwy., Suite #207

Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

- One (1) Key service unit (wired for 18 lines)
- One (1) 20 button telephone
- One (1) 10 button telephone
- One (1) 30 button telephone (refurbished)
- One (1) Eagle/One digital telephone system (32x64)
- One (1) Eagle console w/ busy lamp display
- Two (2) Eagle 20 button telephone/reception area
- Eight (8) Eagle 10 button standard telephones
- Three (3) Trunk cards (8 lines per)
- Three (3) Switching matrix cards

Name and address of Assignee

RECORD FEE 11.00

POSTAGE .50

#407310 (345 ROL) 710/47

11/10/89

\*EQUIPMENT IS LEASED. FILING FOR  
NOTIFICATION ONLY.CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)☒ (Products of collateral are also covered)

Susan M Kolb President  
 (Signature of Debtor)

SUSAN M KOLB PRESIDENT  
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Thomas E. MYERS, O.M.  
 Type or Print Above Signature on Above Line

1150



BOOK 554 PAGE 179

275211

Financing Statement

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ☒ YES ( ) NAME OF RECORD OWNER \_\_\_\_\_☐ STATE CORPORATION COMMISSION  
UCC Div., Box 1197, Richmond, Va. 23209☒ LOCAL (CLERK OF Anne Arundel )

## FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.  
No other name will be indexed.Richard W. Shockey, Jr.  
15824 Dorset Road  
Laurel, MD 20707

Check the box indicating the kind of statement. Check only one box.

☒ ORIGINAL FINANCING STATEMENT

The debtor(s) hereby grant(s) to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party except as limited by separate written agreement.

☐ CONTINUATION-ORIGINAL STILL EFFECTIVE☐ AMENDMENT☐ ASSIGNMENT☐ PARTIAL RELEASE OF COLLATERAL☐ TERMINATION

RECORD FEE 1.00

RECORD FEE 10.00

POSTAGE .50

Name &amp; address of Secured Party

Sovran Bank, N.A.  
P. O. Box 231 (Corner King & Market Sts.)  
Leesburg, VA 22075  
Attention: Tommie L. Critchfield

Name &amp; address of Assignee

4407320-0345-R01 710149

11/10/88

Date of maturity if less than five years

Proceeds of collateral are covered ☒Products of collateral are covered ☒

Description of collateral covered by original financing statement

Security 4 yearlings: Dark Bay or Brown Colt out of Tsunami Slew (3/15/87);  
Bay Colt out of Sauce Boat (4/2/87); Bay Filly out of Saratoga Six (4/13/87);  
and Bay Colt out of Spectacular Bid (5/7/87) which are kept at Woodbrook Farms,  
~~Orange, Virginia 22960~~

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Richard W. Shockey, Jr.

Sovran Bank, N.A.

Signature of Debtor if applicable (Date)

11/50

Signature of Secured Party if applicable (Date)

By: 11/2/88

24-0113 (7/87) Universal

White-Original • Canary-Acknowledgement Copy • Pink-Bank Copy

275215

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated Apr. 24, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation  
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.  
Address 300 E. Lombard Street  
Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated Jan. 17, 1987, Schedule #03, dated Apr. 1, 1987 between Assignor as Lessor and LEASE ACCOUNT # 787110 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated Apr. 24, 1987 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

NOT SUBJECT TO RECORDATION TAX - EQUIPMENT LEASE

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

1150  
☒ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)  
TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III.  
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

James E. Squires  
(Signature of Secured Party)

James E. Squires  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

TM/CR



EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
7 (seven)	CADD I High Flow Kit's S/N's A03222, A02985, A02997, A03247, A02614, A02623, A03257
4 (four)	CADD PCA w/extra concent S/N's B02748, B02326, B02287, B02242
1 (one)	CADD VT Pump S/N C00664
10 (ten)	Tri-Med I VAC 580 Starflow pumps S/N's
22 (twenty-two)	CADD I High Flow Kit's S/N's
3 (three)	CADD PCA w/extra concent S/N's

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: [Signature]TITLE: [Signature]

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]TITLE: Frank J. Sarro III, Exec. V.P.

275216

BOOK 554 PAGE 182

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First) and Address(es) NOGY SR ANDREW L.  7959 TELEGRAPH RD.#157 SEVERN MD 21144	2 Secured Party(ies) Name(s) and Address(es)  CHESAPEAKE MH OF LAUREL, MD 10039 N. SECOND AVENUE LAUREL, MD 20707	4 For Filing Officer: Date Time No Filing Office  RECORD FEE 11.00 POSTAGE .50	
5 This Financing Statement covers the following types (or items) of property 1985 IMPERIAL SOVEREIGN 28 X 60 SERIAL # IH85685AB AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT. <input type="checkbox"/> Products of the Collateral are also covered.		6 Assignee(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 241 WOODBIDGE, VA 22194 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8.)	
8 Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records.		9 Name of a Record Owner	
No. & Street	Town or City	County	Section Block Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)	
By <u>Andrew L. Nogy</u> Signature(s) of Debtor(s) (1) Filing Officer Copy — Numerical		By <u>[Signature]</u> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.)	
(3/83) STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania			

\_\_\_\_ TO BE  
XXX NOT TO BE

RECORDED IN  
LAND RECORDS

275213

\_\_\_\_ SUBJECT TO  
XXX NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ \_\_\_\_\_

FINANCING STATEMENT

BOOK 4 PAGE 183

1. DEBTOR (S):

BOWEN & WENTZ EXCAVATING  
Name or Names - Print or Type  
1417 BAYHEAD ROAD-ANNAPOLIS, ANNE ARUNDEL-MARYLAND 21401  
Address - Street No., City - County State Zip Code

Name or Names - Print or Type  
Address - Street No., City - County State Zip Code

2. SECURED PARTY:

MID-ATLANTIC EQUIPMENT COMPANY  
Name or Names - Print or Type  
9107 OWENS DRIVE, MANASSAS PARK, VIRGINIA 22111  
Address - Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe & Attach separate list if necessary).

\*\*\* Machine in use at: City: LEXINGTON PARK COUNTY: ST. MARY'S

(1) John Deere Model 310C Backhoe w/Dual Batteries, Cab, Suspension Fabric Seat,  
1 Cu. Yd. Ldr. Bucket, Backhoe w/Extendable Dipperstick, Rev. Stab. Pads & 24"  
Bucket, S/N 726826

4. If above described personal property is to be affixed to real property, describe real property.

N/A

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral xxx are, \_\_\_\_\_ are not covered.

7. Products of collateral \_\_\_\_\_ are, xxx are not covered.

DEBTOR (S):

SECURED PARTY:

Signature of Debtor

BOWEN & WENTZ EXCAVATING  
Type or Print

Signature of Debtor

Type or Print

MID-ATLANTIC EQUIPMENT COMPANY

Company, if applicable **TOM LLOYD**  
**CREDIT MANAGE**

Signature of Secured Party

Type or Print (include title Co. if

To the filing Office: After this settlement has been recorded please mail the same to:

Name & Address MID-ATLANTIC EQUIPMENT COMPANY, 9107 OWENS DRIVE, MANASSAS PARK, VA 22111

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 275213

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name TransFinancial Leasing Corp.Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD  
21061

## 2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATIONAddress 7711 Quarterfield RoadGlen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated Oct. 19, 1988 Schedule # 01, dated Oct. 19, 1988 between Assignor as Lessor and LEASE ACCOUNT # 600188 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated November 2, 1988 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

(Signature of Debtor)

Frank J. Sarro, III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS &amp; LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, President

Type or Print Above Name on Above Line

11/50  
Filed with Anne Arundel County.

1482

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
72' (Seventy Two)	Used Hussman Gondola Shelving Base & 3 Shelves
1 (One)	DMC6-W Beverage Air Display Case 6' S/N 0612364
1 (One)	DMC8-W Beverage Air Display Case 8' S/N 0702044
1 (One)	MT45-V Beverage Air Marketeer Merchandiser Cooler S/N 071880
2 (Two)	GEF48-3 Beverage Air Economy Freezer 230v S/N 0613803 and 050944
1 (One)	25 Star Hot Dog Grill S/N 25008852
1 (One)	522 Berkel Scale S/N LFS 03635
1 (One)	808 Berkel Slicer S/N 9151-0111-51823
1 (One)	SUR 27 One Door Sandwich Unit Ref.
1 (One)	22 General H.D. 1 HP Meat Grinder
1 (One)	24 Portion Scale.

TransFinancial Leasing Corp. Irvington Federal Savings & Loan Association  
 BY: Frank J. Sarro III BY: William J. Ottey  
 TITLE: Frank J. Sarro III, President TITLE: William J. Ottey, President

bjw7.multi.eq



Anne Arundel County

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. / Liber 490

// Page No. 365

Identification No. 258752

Dated October 7, 1985

1. Debtor(s) { Sambataro-Weinreb P.C.  
Name or Names—Print or Type  
9105-) All Saints Road, Laurel, Md. 20707 & 5503-E Ritchie  
Address—Street No., City - County State Zip Code  
Highway, Baltimore, Md. 21225
2. Secured Party { The Citizens National Bank  
Name or Names—Print or Type  
390 Main Street, Laurel, Md. 20707  
Address—Street No., City - County State Zip Code
3. Maturity Date (if any) \_\_\_\_\_
4. Check Applicable Statement:

<p>A. Continuation ..... <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release ..... <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment ..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: ..... <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Release:

All of Borrower's accounts receivable, contract rights and inventory now owned or hereafter acquired, and the proceeds and products thereof.

RECORD FEE 10.00

POSTAGE .50

WA07590 C345 R01 111:22

11/10/89

CK

Dated: November 1, 1988

The Citizens National Bank

Name of Secured Party

Signature of Secured Party

Donald E. Shaffrey, Senior Vice President

Type or Print (Include Title if Company)

FNB 1216 NS

15.50

BOOK 534 PAGE 137

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) <b>EUDY, WILLIAM W. &amp; NANCY H.</b> 124 Avenue A Cornwall-on-Hudson, NY 12520	2. Secured Party(ies) and address(es) <b>BERKELEY FEDERAL SAVINGS &amp; LOAN</b> 21 Bleeker Street Millburn, NJ 07041	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
--	--	---

4. This statement refers to original Financing Statement bearing File No. 07306 C345 448-89

Filed with Anne Arundel CO., MD Date Filed 3/24/82 1982

5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.

6. ☒ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.

7. ☐ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.

8. ☐ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 11-2-87

9. ☐ Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

RECORD FEE 10.00  
POSTAGE CK 1.50  
#407600 C345 FOR 731422  
3-30-82

No. of additional Sheets presented: \_\_\_\_\_

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature]  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3  
10.50

(1) Filing Officer Copy - Alphabetical

275220

BOOK 554 PAGE 138

AAC. FIS

FINANCING STATEMENT

TO BE RECORDED  
AMONG THE ~~LAND RECORDS~~  
OF ANNE ARUNDEL COUNTY

NOT SUBJECT TO RECORDATION TAX

## 1. DEBTOR:

ROUTE 198 ASSOCIATES LIMITED  
PARTNERSHIP  
Dorsey Business Park  
6797 Dorsey Road  
Baltimore, Maryland 21227

## 2. SECURED PARTY:

THE FIRST NATIONAL BANK OF  
MARYLAND  
110 S. Paca Street  
Baltimore, Maryland 21201  
Attn: Commercial Real Estate  
Division  
BANC 109-900

## 3. THIS FINANCING STATEMENT COVERS:

(a) All building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located or contained in or upon or attached to that certain parcel of land consisting of approximately 100 acres located in Anne Arundel County, Maryland, all as more fully described on Exhibit A attached hereto together with all existing improvements thereon, (collectively, the "Property") or any part thereof, and used or usable in connection with any present or future use or operations of the Property or any part thereof, whether now owned or hereafter acquired by the Debtor or others.

(b) All judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (a) any taking of the Property or any part thereof under the power of eminent domain, either temporarily or permanently, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, the Property or any part thereof.

(c) All payments, proceeds settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Property or any portion thereof.

(d) All of the rents, royalties, issues, profits, revenues, income and other benefits of the Property, or arising from the use or enjoyment of all or any portion thereof, or from any

lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts and general intangibles growing out of or in connection with any and all leases or subleases of the Property, or any part thereof, both now in existence or hereafter entered into, together with all proceeds (cash and non-cash) thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

4. The aforesaid items are included as security in that certain indemnity deed of trust and security agreement dated as of November 9, 1988, by the Debtor in favor of Madelyn F. Johannesen and Patricia A. Brian, trustees (the "Deed of Trust") and recorded or intended to be recorded among the land records of Anne Arundel County, Maryland, which Deed of Trust secures the guarantee by the Debtor of the obligations of Domain, Inc., a Maryland corporation (the "Borrower") under a loan and security agreement dated as of November 9, 1988 by the Borrower to secure a loan in the principal amount of \$1,700,000 made by the Secured Party to the Debtor, which loan is evidenced by a promissory note dated as of November 9, 1988 executed by the Borrower in favor of the Secured Party.
5. Proceeds and products of collateral are also covered.

DEBTOR:

SECURED PARTY:

ROUTE 198 ASSOCIATES LIMITED  
PARTNERSHIP

THE FIRST NATIONAL BANK OF  
MARYLAND

By: 

Douglas H. Legum  
General Partner

By: 

Please Return to: Kristin A. Schneid, Legal Assistant  
Shapiro and Olander  
36 South Charles Street  
Suite 2000  
Baltimore, Maryland 21201

w7cc70.TXT;65:06:11/04/88;42200-036;17:07

AMERICAN TITLE GUARANTEE  
36 South Charles Street  
2301 Charles Center  
Baltimore, MD 21201



## EXHIBIT "A"

BEGINNING for the first at a pipe previously set in a ditch at the end of the eighth line of a conveyance from Robert Lee Welsh to Virgil and Jeanne R. Christopher, as described by a deed dated February 21, 1955 and recorded among the Land Records of Anne Arundel County in Liber JHH 918, folio 1, and running thence from the beginning point so fixed along the center of said ditch and along the outlines of the whole tract from Thomas C. Welsh to Robert Lee Welsh, as described in a deed dated May 8, 1901 and recorded among the aforesaid Land Records in Liber GW 21, folio 37, as now surveyed North 60 degrees 15 minutes 20 seconds East 218.09 feet; North 57 degrees 01 minutes 30 seconds East 169.33 feet; North 45 degrees 24 minutes 40 seconds East 221.40 feet; North 47 degrees 23 minutes 0 seconds East 197.45 feet; North 68 degrees 18 minutes 0 seconds East 239.33 feet; North 63 degrees 6 minutes 30 seconds East 245.17 feet and North 46 degrees 59 minutes 0 seconds East 167.27 feet to the center of a gum tree; thence leaving said ditch, still along the outline of the whole tract, North 33 degrees 8 minutes 0 seconds East 438.15 feet to a pipe now set; thence leaving the outline aforesaid, and running so as to include a part of the aforesaid conveyance to Robert Lee Welsh, North 72 degrees 0 minutes 0 seconds West 852 feet to a pipe now set on the ninth line of the aforesaid conveyance to Christopher; thence running reverseely with said ninth line South 23 degrees 37 minutes 30 seconds West 1564.29 feet to the place of beginning. According to a plat and survey prepared by John W. Boutwell, Jr., Registered Land Surveyor, Annapolis, Maryland. Contains 17.948 acres of land, more or less.

BEGINNING for the second at a stone found at the end of the eighteenth line of a conveyance from Thomas C. Welsh to Robert Lee Welsh, as described in a deed dated May 8, 1901 and recorded among the Land Records of Anne Arundel County, Maryland in Liber GW 21, folio 37; said stone also being the beginning point of a conveyance from Robert Lee Welsh to Lucius Crandell Cate by a deed dated June 21, 1954 and recorded among the aforesaid Land Records in Liber JHH 877, folio 107; and running thence from said beginning point so fixed, and with the outlines of said conveyance to Welsh as now surveyed, South 50 degrees 13 minutes West 529.56 feet to a stone there found, thence South 3 degrees 06 minutes 30 seconds West 874.50 feet to a pipe now set, thence South 80 degrees 06 minutes East 429 feet to a pipe now set; thence South 15 degrees 21 minutes East 973.50 feet to a pipe now set, thence South 0 Degrees 06 minutes East 49.50 feet to a pipe now set, thence South 55 degrees 36 minutes East 273.93 feet to a point in a ditch; thence running with the center of said ditch North 25 degrees 57 minutes East 72.23 feet; North 81 degrees 44 minutes East 82.31 feet; thence leaving the outlines of said conveyance to Welsh and running so as to include a part of said conveyance North 23 degrees 37 minutes 30 seconds East 2520.78 feet to a point in the center of the Old Fort Meade Road; thence with the outlines of said conveyance to Welsh and with the center of said road as now surveyed North 67 degrees 43 minutes West 283.87 feet; North 61 degrees 42 minutes West 165 feet; North 48 degrees 30 minutes West 316.69 feet and North 20 degrees 33 minutes West 171.55 feet to a pipe found on the southerly side of the State Road leading from Laurel to Fort Meade; thence leaving said outlines and running with the southerly line of said road North 66 degrees 41 minutes West 61.14 feet to a pipe at the end of the third line of the aforementioned conveyance to Cate; thence running with the fourth line of said conveyance to Cate South 56 degrees 31 minutes 40 seconds West 975.36 feet to the place of beginning. Containing 74.232 acres of land, according to a survey and plat prepared by Edward Hall III and associates, Registered Land Surveyors, in January, 1955.

BEGINNING for the same at a stone at the end of the eighteenth line of the land described in the deed from Thomas C. Welsh, unmarried, to Robert Lee Welsh and Emory Carroll Welsh, dated May 8, 1901 and recorded among the Land Records of Anne Arundel County in Liber GW 21, folio 37; thence along a portion of said eighteenth line, reverseely, North twenty degrees forty-five minutes West one hundred ninety-six and eight one-hundredths feet to a pipe; thence leaving said eighteenth line and running North twenty degrees fifty minutes East six hundred seventy-four and twenty-two one-hundredths feet to a pipe in the southwesterly line of the State Highway leading from Laurel to Fort Meade; thence along said southwesterly line South sixty-nine degrees eleven minutes thirty seconds East six hundred fifty-eight and forty-seven one-hundredths feet to a pipe; thence leaving said southwesterly line and running South fifty-three degrees thirty-four minutes thirty seconds West nine hundred seventy-six and fifty-two one-hundredths feet to the place of beginning.



275221

BOOK 534 PAGE 191

FINANCING STATEMENT

1. X To Be Recorded in the Land Records and Financing Statement Records of Anne Arundel County, Maryland.
2. \_\_\_\_\_ To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
3. \_\_\_\_\_ Not Subject to Recordation Tax.
4. X Recordation Tax has been paid on the principal amount of \$128,000.00 in connection with the filing of the Purchase Money Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. <u>Debtor Name</u>	<u>Address</u>
Margaret M. Mullins	1020 Cape St. Claire Road Annapolis, Maryland 21401
6. <u>Secured Party</u>	<u>Address</u>
The Annapolis Banking and Trust Company	Church Circle Annapolis, Maryland 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Purchase Money Deed of Trust dated November 2<sup>nd</sup>, 1988 from Debtor to John M. Suit, II and David D. Truitt, Trustees (the Purchase Money Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that, pursuant to the Purchase Money Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P.O. BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263-8855

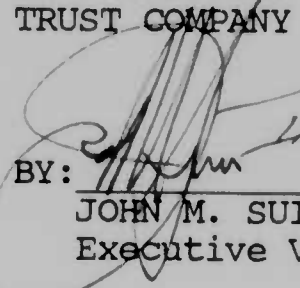
AB004.54

DEBTOR:

SECURED PARTY:

THE ANNAPOLIS BANKING AND  
TRUST COMPANY

 (SEAL)  
MARGARET M. MULLINS

BY:  (SEAL)  
JOHN M. SUIT, II  
Executive Vice President

Mr. Clerk: Please return to William H. Buck, P.O. Box 1911,  
Annapolis, Maryland 21404.

EXHIBIT "A"

BEING Unit Numbered 586-B, of a Horizontal Property Regime known as COLLEGE PARKWAY PLACE OFFICE CENTER, a condominium, as the same is established by Condominium Declaration and By-Laws dated November 12, 1987 and recorded on November 19, 1987 in Liber 4499, folio 672, and as shown on the Plat(s) of Condominium recorded in Condominium Plat Book 36, pages 34 through 36, all inclusive, all among the Land Records of Anne Arundel County, Maryland.

TOGETHER with an undivided 5% interest in the common elements of said Condominium, and the rights, ways and easements appurtenant thereto, all as set out in said Condominium Declaration.



EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Bus Access Display Board
2 (two)	Condi Desk Oak E115-J
2 (two)	Condi Credenza E214-J
4 (four)	Condi Lock X219
1 (one)	Condi Desk W Ret E502-J
1 (one)	Condi Pedestal X2010-J
1 (one)	Condi Lock X219
2 (two)	Lowenstein Wasilly Chairs
1 (one)	Kinetics End Table
4 (four)	Howe Tables Round 4JRGA
1 (one)	Howe Table 72" x 30" 3LAEM
5 (five)	Foyer Carpet Tile Brown
1 (one)	Vinyl Reducer
1 (one)	Bus Access Display Board
2 (two)	Condi Desk Oak E115-J
4 (four)	Condi Lock X219
2 (two)	Condi Credenza E214-J
1 (one)	Condi Desk W Ret E502-J
1 (one)	Condi Pedestal X2010-J
1 (one)	Condi Lock X219
1 (one)	Kinetics End Table
4 (four)	Howe Tables Round 4JRGA
1 (one)	Howe Table 72" x 30" 3LAEM
2 (two)	PAA6330 Panel
7 (seven)	PAA6318 Panel SF
3 (three)	PAA6318 Panel SL
3 (three)	PAA6336 Panel SF
3 (three)	PAA6348 Panel SF
2 (two)	PAA6348 Panel SL
25 (twenty-five)	PFF4230 Panel SF
22 (twenty-two)	PFF4248 Panel SF
13 (thirteen)	EFF4230 Panel SF
6 (six)	STC48 Trans Cable
3 (three)	SO011 Duplex

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: [Signature]TITLE: [Signature]

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]TITLE: [Signature]



EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
10 (ten)	SOT11 Duplex
3 (three)	SOO22 Duplex
10 (ten)	SOT22 Duplex
12 (twelve)	SSSP Power Cable
22 (twenty-two)	HCL4830 Worksurface
1 (one)	HCL6030 Worksurface
44 (forty-four)	WHPC Hardware Pack
23 (twenty-three)	ABA0612 Pedestal
4 (four)	CA060 Open Cabinet
6 (six)	CA036 Open Cabinet
4 (four)	CA048 Cabinet
8 (eight)	CAF48 SL Flip Door Cab
8 (eight)	CHF48 Lateral Insert
25 (twenty-five)	Chairs 8430-1300
4 (four)	Chairs 8440-2800
3 (three)	Chair 8430-2300
17 (seventeen)	Chairs 8700
2 (two)	Condi Desk Oak E115-J
4 (four)	Condi Lock X219
2 (two)	Condi Credenza E214-J
1 (one)	Condi Desk w/ret E502-J
1 (one)	Condi Pedestal X2010-J
1 (one)	Condi Lock X219
2 (two)	Condi Desk Oak E115-J
4 (four)	Condi Lock X219
2 (two)	Condi Credenza E214-J
1 (one)	Condi Desk W Ret E502-J
1 (one)	Condi Pedestal X2010-J
1 (one)	Condi Lock X219
1 (one)	Kinetics End Table
365 sq. yd.	Commercial Carpet - jade
365 sq. yd.	Commercial Carpet - jade

✓ BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: [Signature]TITLE: Vice President

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]TITLE: Ex VP

## UNIFORM COMMERCIAL CODE

## STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 29839  
 RECORDED IN LIBER 477 FOLIO 562 ON 9-10-84 (DATE)

## 1. DEBTOR

Name EDGEWATER TIRE CO. INC.  
 Address 3420 PIKE RIDGE ROAD, EDGEWATER, MD. 21037

## 2. SECURED PARTY

Name THE GOODYEAR TIRE & RUBBER COMPANY  
 Address P.O. BOX 2010  
NEW BRUNSWICK, N.J. 08903 ATTN: CREDIT DEPT.  
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
 The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
 From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐  
 The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: AMENDMENT ☒  
 (Indicate whether amendment, termination, etc.)

AMENDMENT TO SECURED PARTY ADDRESS:

THE GOODYEAR TIRE & RUBBER COMPANY  
 P.O. BOX 6762  
 SOMERSET, N.J. 08875  
 ATTN: CREDIT DEPT.

RECORD FEE  
 POSTAGE

10.00  
 .50

#225350 C777 R03 115:10  
 11/10/89

CK

Robert F. Kline, Jr. Pres.  
 (Signature of Debtor)

Dated 10/20/88

EDGEWATER TIRE CO. INC.

J. Kline  
 (Signature of Secured Party)

THE GOODYEAR TIRE & RUBBER COMPANY  
 Type or Print Above Name on Above Line

1054

## STATE OF MARYLAND

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 275223

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
tion tax indicate amount of taxable debt here. \$ N/AIf this statement is to be recorded  
to land records check here. ☐This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

## 1. DEBTOR

Name Peterson, Carl E. T/A Big White Trucking Co.

Address 577 Jumpers Hole Road Severna Park, MD 21146

## 2. SECURED PARTY

Name Beltway International Trucks, Inc.

Address 1800 Sulphur Spring Road Baltimore, MD 21227

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in  
attached entire Agreement &/or in any Schedule prepared in  
connection therewith. This UCC form together with the attached  
Security Agreement &/or Schedule are being submitted for filing  
herewith as a financing statement."

## ASSIGNEE OF THE SECURED PARTY:

First Interstate Credit Alliance, Inc.  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

RECORD FEE 14.00  
POSTAGE .50  
#225410 C777 R03 T15:13  
11/10/88

CHECK ☒ THE LINES WHICH APPLY6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real  
estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to  
be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Carl E. Peterson T/A Big White Trucking Co.

(Signature of Debtor)

Carl E. Peterson, owner

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Beltway International Trucks, Inc.

(Signature of Secured Party)

John J. Murray, Pres.

Type or Print Above Signature on Above Line

## CONDITIONAL SALE CONTRACT NOTE

Carl E. Peterson T/A

TO: Beltway International Trucks, Inc.FROM: Big White Trucking Co.

("Seller")

("Buyer")

1800 Sulphur Spring Road Baltimore, MD 21227  
(Address of Seller)577 Jumpers Hole Road Severna Park, MD 21146  
(Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks):

One (1) 1985 International Model  
COF9670 Eagle Package Tractor,  
S/N 1-H3REJWRXFHB25807(1) TIME SALES PRICE ..... \$ 46,643.56(2) Less DOWN PAYMENT in Cash ..... \$ 2,500.00

(3) Less DOWN PAYMENT IN GOODS

\*(Trade-In Allowance) ..... \$ -0-(4) CONTRACT PRICE (Time Balance) ..... \$ 44,143.56

Record Owner of Real Estate:

## \*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

577 Jumpers Hole Road  
(Street and Number)Severna Park  
(City)Anne Arundel  
(County)Maryland  
(State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Forty four thousand one hundred forty three and 56/100\*\*\*\*\* Dollars (\$ 44,143.56) being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 10 day of November, 19 88, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 1,226.21 and the final installment being in the amount of \$ 1,226.21 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

## TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

## BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: November 2, 19 88

BUYER(S)-MAKER(S):

Accepted: Beltway International Trucks, Inc.  
(Print Name of Seller Here)Carl E. Peterson T/A  
Big White Trucking Co.  
(Print Name of Buyer-Maker Here)

By:

By:

Co-Buyer-Maker:

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By:

This instrument prepared by



**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HERewith.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT:** THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

(Guarantor-Endorser)

(L.S.)

(Guarantor-Endorser)

(L.S.)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: November 2, 19 88 Beltway International Trucks, Inc. (SEAL)

(Corporate, Partnership or Trade Name or Individual Signature)

By: [Signature]

(Signature, Title of Officer, "Partner" or "Proprietor")

Signature  
of  
Seller

(Witness)



STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1Identifying File No. 275221

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/AIf this statement is to be recorded in land records check here. ☐

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Jay & Dee Trucking, Inc.Address 4206 Forsythia Lane Pasadena, MD 21122

## 2. SECURED PARTY

Name Chesapeake Ford Truck Sales, Inc.Address 8540 Pulaski Highway Baltimore, MD 21237

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 17.00  
POSTAGE .50

## ASSIGNEE OF THE SECURED PARTY: 11/15/88

First Interstate Credit Alliance, Inc. 11/10/88

P.O. Box 1680

500 DiGiulian Blvd.

Glen Burnie, MD 21061

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK ☒ THE LINES WHICH APPLY6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Jay &amp; Dee Trucking, Inc.

James T. Cheever Pres.  
(Signature of Debtor)James T. Cheever, Pres.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Chesapeake Ford Truck Sales, Inc.

Richard H. Schaub, Stress.  
(Signature of Secured Party)Richard H. Schaub, Stress.  
Type or Print Above Signature on Above Line

17.80

## FIRST INTERSTATE CREDIT ALLIANCE, INC.

## CONDITIONAL SALE CONTRACT NOTE

TO: Chesapeake Ford Truck Sales, Inc.

("Seller")

FROM: Jay &amp; Dee Trucking, Inc.

("Buyer")

8540 Pulaski Highway Baltimore, MD 21237

(Address of Seller)

4206 Forsythia Lane Pasadena, MD 21122

(Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks):

One (1) 1987 Ford Model CF7000 Chassis  
W/26' Van Body, S/N 9BFPH70P3HDM03879

(1) TIME SALES PRICE ..... \$ 38,589.35

(2) Less DOWN PAYMENT in Cash ..... \$ 4,533.35

(3) Less DOWN PAYMENT IN GOODS

\*(Trade-In Allowance) ..... \$ -0-

(4) CONTRACT PRICE (Time Balance) ..... \$ 34,056.00

Record Owner of Real Estate:

## \*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

4206 Forsythia Lane

(Street and Number)

Pasadena

(City)

Anne Arundel

(County)

Maryland

(State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty four thousand fifty six and 00/100\*\*\*\*\*Dollars (\$ 34,056.00 )

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 1st day of December, 19 88 and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 709.50 and the final installment being in the amount of \$ 709.50 with interest from the date hereof on the unpaid amount of said time

balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

## TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

## BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: October 29, 19 88

BUYER(S)-MAKER(S):

Accepted: Chesapeake Ford Truck Sales, Inc.

(SEAL)

Jay &amp; Dee Trucking, Inc.

(SEAL)

By:

By:

Co-Buyer-Maker:

(SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By:

This instrument prepared by



TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisalment, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT:** THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

(L.S.) (L.S.)  
(Guarantor-Endorser) (Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: \_\_\_\_\_, 19\_\_\_\_ (SEAL)  
(Corporate, Partnership or Trade Name or Individual Signature)  
By: \_\_\_\_\_  
(Witness) (Signature: Title of Officer, "Partner" or "Proprietor")  
Signature of Seller

## ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated October 29, 1988 between Chesapeake Ford Truck Sales, Inc. as Seller/Lessor/Mortgagee and Jay & Dee Trucking, Inc. 4206 Forsythia Lane Pasadena, MD 21122

(Name)

(Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmaturred installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 32,056.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 29th day of October, 19 88.

Chesapeake Ford Truck Sales, Inc.

(Seller/Lessor/Mortgagee)

(Seal)

By: 

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICAI L5A



## STATE OF MARYLAND

BOOK 009 PAGE 205

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 245225

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 10/31/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name GORDON F. LEE  
Address 1673 CLIFF DR PO BOX 91 MARYO MD 21106

## 2. SECURED PARTY

Name HESS  
Address 511 LAKE ZURICH RD.  
BARRINGTON, IL. 60010RECORD FEE 11.00  
POSTAGE .50Person And Address To Whom Statement Is To Be Returned If Different From Above #285440 0777 R03 T15:16  
11/10/88

## 3. Maturity date of obligation (if any)

## 4. This financing statement covers the following types (or items) of property: (list)

Any and all accounts receivable and any other rights of Debtor to payment for goods sold or services rendered; any and all books and records relating to such accounts receivable, including, without limitation, dealership records books, names and addresses of active accounts, and complete route books with past account records slips; and any and all inventories of merchandise and supplies, including, without limitation, merchandise catalogs, display cards and basket displays.

Signed Gordon F. Lee Date 10-19-88

I acknowledge that this document will be filed with a uniform commercial code financing statement.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Gordon F. Lee

(Signature of Debtor)

GORDON F. LEE

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

William R. Snell

(Signature of Secured Party)

WILLIAM R SNELL

Type or Print Above Signature on Above Line



## STATE OF MARYLAND

BOOK 554 PAGE 200

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 875226

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ Lessee

Name DAUGHTERS OF CHARITY HEALTH SYSTEMS EAST, INC.

Address 1302 Concourse Drive, Linthicum Heights, Maryland 21090

2. ~~SECURED PARTY~~ Lessor:

Name COMPUTER SALES INTERNATIONAL, INC.

Address 10845 Olive Blvd.

St. Louis, MO 63141

RECORD FEE

13.00

Person And Address To Whom Statement Is To Be Returned If Different From Above

HAB 540 C777 R03 715:18

11/10/88

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

See attached Exhibit A for equipment leased by Lessor to Lessee pursuant to E.S. Eight to M.L. 110444 between the parties. Lessor intends that the equipment remain subject to this filing whether the present location is different than that listed or the equipment is subsequently moved to a different location. This filing is for notice purposes only. The parties do not believe this transaction is subject to the Uniform Commercial Code.

Equipment Location: 1302 Concourse Drive, Suite 300, Linthicum Heights, MD 21090

FILED WITH ANNE ARUNDEL COUNTY CLERK OF THE CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX. SEE EXHIBIT A-1

- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☒ (Proceeds of collateral are also covered)

- ☐ (Products of collateral are also covered)

DAUGHTERS OF CHARITY HEALTH SYSTEMS EAST, INC.

*Charles Reid*  
(Signature of ~~XXXXXX~~ Lessee)

Charles Reid

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

COMPUTER SALES INTERNATIONAL, INC.

*Kimberly E. Fink*  
(Signature of ~~XXXXXX~~ Lessor)

*Kimberly E. Fink*  
Type or Print Above Signature on Above Line

135.00

EXHIBIT "A"  
DAUGHTERS OF CHARITY HEALTH SYSTEMS EAST, INC.  
EQUIPMENT SCHEDULE EIGHT, MASTER LEASE 110444

<u>QTY</u>	<u>MACHINE TYPE/MODEL</u>	<u>FEATURE (QUANTITY PER UNIT)</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>	<u>NEW USED</u>
* 1	IBM 9406-B40	2602(1)	SYSTEM UNIT		NEW
		3055(1)	240 MAG TAPE		
		5030(1)	CONTROLLER		
		5505(1)	8MB MAIN STORAGE		
		5520(1)	I/O CARD UNIT		
		6040(2)	ALTERNATE IPL		
		6231(1)	SPECIFY FOR 2440		
		8503(1)	COMPLETE SYSTEM		
		8844(1)	SPECIFY		
			TWINAXIAL STATION		
			CONTROLLER		
			FOUR-LINE COMM.		
			SUBSYSTEM		
			9335/9309-2 DASD		
			MIGRATION AID		
			5-YEAR EXTENDED		
			MAINTENANCE		
* 2	IBM 9309-002	8844(1)	RACK ENCLOSURE		NEW
		9125(1)	5-YEAR EXTENDED		
			MAINTENANCE		
* 1	IBM 2440-A12		STANDARD SYSTEM		
			RACK LABEL		
			MAGNETIC TAPE		NEW
			SUBSYSTEM		
		8844(1)	5-YEAR EXTENDED		
			MAINTENANCE		
* 1	IBM 9335-A01		DEVICE FUNCTION		NEW
			CONTROLLER		
* 4	IBM 9335-B01		DASD		NEW
**1	IBM 9335-A01		DISK CONTROL UNIT	65496	USED
**1	IBM 9309-002		RACK ENCLOSURE	13853	USED
**4	IBM 9335-B01		DISK DRIVE	14838	USED
				13134	
				BCAF5	
				BOA80	

\* ANTICIPATED INSTALLATION DATE: OCTOBER 1988  
\*\* ALREADY INSTALLED

EXHIBIT "A"- /

This filing has been made to publicize a lease of goods and, so the parties believe that this is a "true lease", this does not create a security interest. If, however, this transaction is determined to be a lease intended as security, then this filing is exempt from recordation tax because it perfects a security interest taken or retained by a seller of collateral to secure all or part of its price.

275213

BOOK 554 PAGE 209

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: October 28, 1988

( X ) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_  
Taxable Amount of Debt \$ \_\_\_\_\_

NAME OF DEBTOR (S): Robert S. Balfour, D.D.S.  
Dudley Katz, D.D.S.

ADDRESS: 133 Defense Highway  
The Courtyard, Unit 103  
Annapolis, Maryland 21401

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT  
ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF  
PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now  
owned and hereafter acquired, excluding motor vehicles.

RECORD FEE 1.20  
RECORD FEE 10.80  
POSTAGE .50  
#225630 0777 R03 T15:26  
11/10/88

DEBTOR(S):  
Robert S. Balfour, D.D.S.  
Dudley Katz, D.D.S.  
(Company Name)

BY:

Robert S. Balfour, D.D.S.

BY:

Dudley Katz, D.D.S.

BY:

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY:

(Authorized Signature)

Robert E. Mann

Commercial Loan Officer

(Type Name and Title)

(NOTE: Type name under each  
signature and if company,  
type name of company and  
name and title of authorized  
signer.)

1250

275211

BOOK 554 PAGE 210

## FINANCING STATEMENT

File No.

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) (OR ASSIGNOR) and Address(es)</p> <p>VISION CARE SERVICES, INC. 1662 Sulphur Spring Road Baltimore, Maryland 21227</p>	<p>2. a. SECURED PARTY (OR ASSIGNEE) and Address</p> <p>SOUTHEASTERN OPTICAL, INC. 812 West Patapsco Avenue Baltimore, Maryland 21230</p> <p>2. b. ASSIGNEE OF SECURED PARTY (if any) and Address</p> <p>RECORD FEE 13.00 POSTAGE .50 #225640 D777 R03 T15:27 11/10/88</p>
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3. This Financing Statement covers the following types (or items) of property:

The Collateral described on Exhibit A which is attached to and made a part of this Financing Statement.

4. Proceeds and products of collateral are covered hereunder.

5. Number of additional sheets, if any, attached hereto: 2

6. This transaction (is) (~~is not~~) exempt from the recordation tax  
Principal amount of debt initially incurred is: This statement evidences an indemnity obligation.

7. RETURN TO: Weinberg and Green ( DRE )  
100 South Charles Street, Baltimore, Maryland 21201

DEBTOR:

VISION CARE SERVICES, INC.

By:

Richard E. Gettier, Jr., President

(Type Name and Title of Person Signing)

(Date Signed by Debtor)

11/2, 1988

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.

13.50



Attachment to Financing Statement by and  
between Vision Care Services, Inc., Debtor  
and Southeastern Optical, Inc., Secured Party

This Financing Statement covers the following property:

All present and future right, title and interest which Debtor has or may have in Inventory, Receivables, and Equipment (as defined below), and all of Debtor's other personal property of every kind and nature, used in Debtor's business wherever located (including, but not limited to, the Debtor's present locations listed on Exhibit B), and all proceeds and products thereof, including without limitation all proceeds of fire, credit and other insurance:

"Inventory": All of Debtor's inventory, goods, merchandise, raw materials and other tangible personal property held by Debtor for sale, furnished or to be furnished under contracts of service, used or consumed in Debtor's business or all documents of title (whether negotiable or non-negotiable) representing any of the foregoing, all proceeds thereof, and any of the foregoing types of property in which Debtor has any interest.

"Equipment": All of Debtor's machinery, tools, equipment, furniture, fixtures, trade fixtures, and tangible personal property utilized in the conduct of Debtor's business (but excluding any property hereinbefore defined as "Inventory"), and all additions, accessions, substitutions, components and replacements thereto, therefor and thereof, all proceeds thereof, and any of the foregoing types of property in which Debtor has any interest. (The reservation by Secured Party of its right to proceeds shall not be construed as a consent by Secured Party to the sale or other disposition of any interest therein).

"Receivables": All of Debtor's present and future accounts, documents, chattel paper, tax refunds, contract rights, rental contracts and/or lease agreements and general intangibles.

EXHIBIT B

DEBTOR'S BUSINESS LOCATIONS AS OF OCTOBER 1988

MAIN OFFICE

1662 Sulphur Spring Road  
Baltimore, Maryland 21227

North Arundel  
300 Hospital Avenue  
Glen Burnie, Maryland 21061

Randallstown  
8706 Libery Plaza Mall  
Randallstown, Maryland 21133

Eldersburg Professional Building  
1645 Liberty Road  
Eldersburg, Maryland 21784

Good Samaritan  
Professional Building  
Suite 201A  
5601 Loch Raven Boulevard  
Baltimore, Maryland 21239

Golden Ring Executive Park  
19 Fontana Lane, Suite 108  
Baltimore, Maryland 21237

Ruxton Towers  
8415 Bellona Lane, Suite 104  
Towson, Maryland 21204

275215

BOOK 584 PAGE 213

## FINANCING STATEMENT

File No.

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. DEBTOR(S) (OR ASSIGNOR) and Address(es)  VISION CARE SERVICES, INC. 1662 Sulphur Spring Road Baltimore, Maryland 21227	2. a. SECURED PARTY (OR ASSIGNEE) and Address  B & W OPTICAL, INC. 812 West Patapsco Avenue Baltimore, Maryland 21230
	2. b. ASSIGNEE OF SECURED PARTY (if any) and Address

3. This Financing Statement covers the following types (or items) of property:

The Collateral described on Exhibit A which is attached to and made a part of this Financing Statement.

RECORD FEE 13.00  
POSTAGE .50  
#225650 C777 R03 T15:27  
11/10/98

4. Proceeds and products of collateral are covered hereunder.
5. Number of additional sheets, if any, attached hereto: 2
6. This transaction ~~(is)~~ (is not) exempt from the recordation tax  
Principal amount of debt initially incurred is: \$0
7. RETURN TO: Weinberg and Green ( DRE )  
100 South Charles Street, Baltimore, Maryland 21201

DEBTOR:

VISION CARE SERVICES, INC.

(Type Name)

By:

Richard E. Gettier, Jr., President

(Type Name and Title of Person Signing)

11/2  
(Date Signed by Debtor)

19 88

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.

1350

Attachment to Financing Statement by and  
between Vision Care Services, Inc., Debtor  
and B & W Optical, Inc., Secured Party

This Financing Statement covers the following property:

All present and future right, title and interest which Debtor has or may have in Inventory, Receivables, and Equipment (as defined below), and all of Debtor's other personal property of every kind and nature, used in Debtor's business wherever located (including, but not limited to, the Debtor's present locations listed on Exhibit B), and all proceeds and products thereof, including without limitation all proceeds of fire, credit and other insurance:

"Inventory": All of Debtor's inventory, goods, merchandise, raw materials and other tangible personal property held by Debtor for sale, furnished or to be furnished under contracts of service, used or consumed in Debtor's business or all documents of title (whether negotiable or non-negotiable) representing any of the foregoing, all proceeds thereof, and any of the foregoing types of property in which Debtor has any interest.

"Equipment": All of Debtor's machinery, tools, equipment, furniture, fixtures, trade fixtures, and tangible personal property utilized in the conduct of Debtor's business (but excluding any property hereinbefore defined as "Inventory"), and all additions, accessions, substitutions, components and replacements thereto, therefor and thereof, all proceeds thereof, and any of the foregoing types of property in which Debtor has any interest. (The reservation by Secured Party of its right to proceeds shall not be construed as a consent by Secured Party to the sale or other disposition of any interest therein).

"Receivables": All of Debtor's present and future accounts, documents, chattel paper, tax refunds, contract rights, rental contracts and/or lease agreements and general intangibles.

EXHIBIT B

DEBTOR'S BUSINESS LOCATIONS AS OF OCTOBER 1988

MAIN OFFICE

1662 Sulphur Spring Road  
Baltimore, Maryland 21227

North Arundel  
300 Hospital Avenue  
Glen Burnie, Maryland 21061

Randallstown  
8706 Libery Plaza Mall  
Randallstown, Maryland 21133

Eldersburg Professional Building  
1645 Liberty Road  
Eldersburg, Maryland 21784

Good Samaritan  
Professional Building  
Suite 201A  
5601 Loch Raven Boulevard  
Baltimore, Maryland 21239

Golden Ring Executive Park  
19 Fontana Lane, Suite 108  
Baltimore, Maryland 21237

Ruxton Towers  
8415 Bellona Lane, Suite 104  
Towson, Maryland 21204



MD. A & T  
1-566A-C-02-06169-5STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 275246

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Stephen Jones Enterprises, Inc.

Address 752 Stenchcombe Road Severna Park, MD 21146

RECORD FEE

17.00

POSTAGE

.50

#225660 07/77 R03 T15:28

11/10/88

## 2. SECURED PARTY

Name Alban Tractor Co., Inc.

Address P.O. Box 9595 Baltimore, MD 21237

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

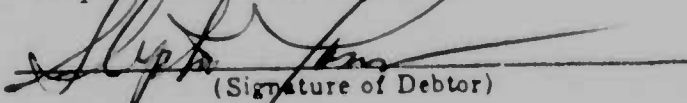
## 4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

## ASSIGNEE OF THE SECURED PARTY:

First Interstate Credit Alliance, Inc.  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061CHECK ☒ THE LINES WHICH APPLY6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Stephen Jones Enterprises, Inc.



(Signature of Debtor)

Stephen Jones

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Alban Tractor Co., Inc.



(Signature of Secured Party)

Mark M. Welsh, Fk/M.

Type or Print Above Signature on Above Line

## FIRST INTERSTATE CREDIT ALLIANCE, INC.

## CONDITIONAL SALE CONTRACT NOTE

TO: Alban Tractor Co., Inc.  
("Seller")FROM: Stephen Jones Enterprises, Inc.  
("Buyer")P.O. Box 9595 Baltimore, MD 21237  
(Address of Seller)752 Stenchcombe Rd. Severna Park, MD 21146  
(Address of Buyer)

The undersigned Buyer, hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks):

One (1) 1985 Caterpillar Model 966D Wheel Loader, S/N 99Y4118

(1) TIME SALES PRICE ..... \$ 195,174.00

(2) Less DOWN PAYMENT in Cash ..... \$ 15,750.00

(3) Less DOWN PAYMENT IN GOODS  
\*(Trade-In Allowance) ..... \$ -0-

(4) CONTRACT PRICE (Time Balance) ..... \$ 171,424.00

Record Owner of Real Estate:

## \*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

752 Stenchcombe Rd  
(Street and Number)Severna Park  
(City)Anne Arundel  
(County)MD  
(State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred seventy nine thousand four hundred twenty four and 00/100 \*\*\*\*\* Dollars (\$ 179,424.00) being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 1st day of December, 19 88, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 3,738.00 and the final installment being in the amount of \$ 3,738.00 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of 0% per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

## TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

## BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: October 28, 19 88

BUYER(S)-MAKER(S):

Accepted: Alban Tractor Co., Inc.  
(Print Name of Seller Here)Stephen Jones Enterprises, Inc.  
(Print Name of Buyer-Maker Here)By: [Signature]By: [Signature]

Co-Buyer-Maker:

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By: \_\_\_\_\_

This instrument prepared by \_\_\_\_\_



# TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisalment, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT:** THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

(Guarantor-Endorser)

(L.S.)

(Guarantor-Endorser)

(L.S.)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: \_\_\_\_\_, 19\_\_\_\_

(Corporate, Partnership or Trade Name or Individual Signature)

(SEAL)

Signature  
of  
Seller

(Witness)

By:

(Signature: Title of Officer, "Partner" or "Proprietor")

BOOK 334 PAGE 219

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated October 28, 1988

between Alban Tractor Co., Inc. as Seller/Lessor/Mortgagee and Stephen Jones Enterprises, Inc. 712 Stonybrook Lane, Park, MD 21116 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract, and (2) the unpaid balance of the contract assigned hereby is \$ 117,250.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 28th day of October, 19 88

Alban Tractor Co., Inc. (Seal)  
(Seller/Lessor/Mortgagee)

By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICAI L5A

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Baldwin Piano & Organ Company 1801 Gilbert Avenue Cincinnati, Ohio 45202-1499	2. Secured Party(ies) and address(es) General Electric Credit Corporation 260 Long Ridge Road Stamford, Connecticut 06902	For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #237110 C040 R04 T09:32 11/14/88
4. This statement refers to original Financing Statement bearing File No. 251444BK472PG53		
Filed with Anne Arund.Co.-Maryland Date Filed March 28 19 84		CK
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input checked="" type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 02F1441-7823 (17) 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		

10. Amend the address of the debtor to: 422 Wards Corner Road  
Loveland, Ohio 45140

EXHIBIT ACKNOWLEDGEMENTS  
12 JAN 1989  
No. of additional Sheets presented:

Baldwin Piano & Organ Company	General Electric Credit Corporation
<i>Harry Forbes V.P.</i>	By <i>James J. Conner</i>
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).	Signature(s) of Secured Party(ies)
1g Officer Copy - Alphabetical	STANDARD FORM - FORM UCC-3



## STATE OF MARYLAND

BOOK 534 PAGE 221

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 275217

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name American Communication Installations, Ltd.

Address 150 Midlantic Parkway, Thorofare, New Jersey 08086

## 2. SECURED PARTY

Name Circle Business Credit, Inc.

Address 110 S. Jefferson Plaza, Whippany, New Jersey 07981

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) New Ditch Witch 255 SX Plow, S/N: 4E0551  
One (1) New Ditch Witch 255 SX Plow, S/N: 4E0403

Equipment to be Located at: 2134 Espey Court, Crofton, Maryland 21114  
Conditional Sales Contract-not subject to Recordation Tax  
(Secured Party has purchased collateral and is the seller of equipment.)

Filed with: Anne Arundel County Clerk

CHECK ☒ THE LINES WHICH APPLY

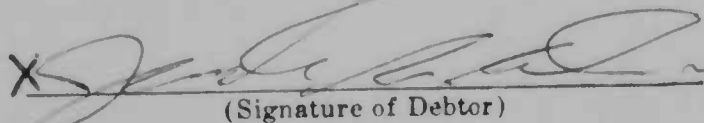
5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

RECORD FEE 11.00  
POSTAGE .50  
REC-120 C-40 R-4 T10+15  
11/14/00

X   
(Signature of Debtor)


American Communication Installations, Ltd.

Type or Print Above Name on Above Line

Joseph M. Baker, III, Exec. Partner

(Signature of Debtor)

Type or Print Above Signature on Above Line

  
(Signature of Secured Party)  
Rose Marie Perez-Byrne, D.C.  
Circle Business Credit, Inc.

Type or Print Above Signature on Above Line

BOOK 534 222

FINANCING STATEMENT

- ☒ Not subject to recordation tax  
☐ Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Manors of Crofton, Inc.  
Address: c/o H&A Construction Company  
4305 Northview Drive  
Bowie, Maryland 20716  
Attention: Mr. Albert Procopio  
Mr. Hugo Procopio

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: Metro Plaza One, 8401 Colesville Road  
Silver Spring, Maryland 20910

275211

3. This Financing Statement covers the following types (or items) of property:

See Exhibit A.

4. Check the statements which apply, if any, and supply the information indicated:

- ☒ (If collateral is goods which are or are to become *fixtures*—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

RECORDS FEE 22.00  
POSTAGE .50  
#333130 C040 R04 T10130

See Schedule I.

11/04/86

- ☒ Proceeds of the collateral are also covered.  
☐ Products of the collateral are also covered.

Debtor(s): MANORS OF CROFTON, INC.

Secured Party:

By: *Albert Procopio*  
Name: Albert Procopio  
Title: President

FIRST AMERICAN BANK OF MARYLAND

By:

*Carol W. Helle*  
Group Vice President  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

54 223

This Financing Statement covers all of the right, title and interest of the Debtor in and to the lands and premises more particularly described in Schedule I hereto (such lands and premises being hereinafter collectively called the "Property") and:

1. All interests, estates or other claims, both in law and in equity, which the Debtor now have or may hereafter acquire in (a) the Property, (b) all easements, rights-of-way and rights used in connection therewith or as a means of access thereto and (c) all tenements, hereditaments and appurtenances in any wise belonging, relating or pertaining thereto.

2. All estate, right, title and interest of the Debtor now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys, strips of land and gores adjacent to or used in connection therewith.

3. All estate, right, title and interest of the Debtor, if any, now owned or hereafter acquired, in and to any and all buildings and other improvements hereafter erected on the Property, including all heating, air conditioning, lighting, plumbing and other equipment now or hereafter located on or at the Property and all other improvements thereon that under applicable law are deemed to be fixtures (collectively, the "Improvements").

4. All estate, right, title and interest of the Debtor, if any, now owned or hereafter acquired, in and to all inventory, machinery, apparatus, equipment, fittings, fixtures and articles of personal property now or hereafter located on or at the Property or used in connection therewith (including in connection with the construction, renovation or improvement thereof) and all additions, and accessions thereto, replacements therefor and proceeds and profits thereof (collectively, the "Personal Property").

5. All estate, claim, demand, right (including all rights to possession and use, all options and other rights to give consents, modify, amend, extend, renew, terminate or purchase or sell), title and interest of the Debtor under all contracts, agreements, understandings or arrangements, whether written or oral, now or hereafter in effect relating to the

development, demolition, construction, reconstruction, repair, alteration, addition to, improvement, replacement, use, operation or management of all or any portion of the Improvements, the Personal Property or the Property.

6. All right, claim, demand, title and interest of the Debtor in, to and under all permits, approvals, certificates, variances, orders, exemptions and other authorizations now or hereafter issued, made or granted with respect to the development, demolition, construction, reconstruction, repair, alteration, addition, improvement, replacement, use, operation or management of the Property.

7. All reversion or reversions, remainder or remainders, rents, revenues, proceeds, issues, profits, royalties, income and other benefits of the Debtor in the Property, the Improvements and the Personal Property.

8. All proceeds of the insurance required to be maintained under that certain Loan Agreement dated as of November 2, 1988 between the Debtor and the Secured Party and all awards heretofore or hereafter made to the Debtor with respect to any part of the Property, the Improvements or the Personal Property as the result of the exercise of power of eminent domain, including any awards for changes of the grades of streets, or as the result of any other damage to any part of the Property, the Improvements or the Personal Property for which compensation shall be given by any governmental authority (a "Condemnation"), and the Trustee is hereby authorized to collect and receive the proceeds thereof, to give proper receipts and acquittances therefor and, at the direction of the Bank, to apply the same to the payment of the Obligations, notwithstanding the fact that the same may not then be due and payable.

9. All air rights, development rights, zoning rights or other similar rights or interests which benefit or are appurtenant to the Property or the Improvements or both of the Debtor and any proceeds arising therefrom.

10. All estate right, title and interest of the Debtor now owned or hereafter acquired, in and to all leases of the Property, rents and proceeds and other payments under any such lease, insurance proceeds and indemnity.



BOOK 534 PAGE 225

Property Description

All that certain land and property situate in Anne Arundel County, Maryland and more particularly described as follows:

Beginning for the same at an iron pipe found on the North-western most side of the abandoned Drum Point Railroad at the beginning of the conveyance from Edward J. Cook to Washington Homes, Inc. by Deed dated January 22, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2565, Folio 635; said beginning pipe marking the end of the North 41 degrees East 697 foot line of the conveyance from Noah A. Hillman, Trustee to Ada Murphy and Jerome S. Murphy by Deed dated December 10, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2677, Folio 119; said beginning pipe also marking the East most corner of "Plat One, Charring Cross," recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 65, Page 45; thence leaving said point of beginning so fixed and running with and binding along the boundary of the aforementioned conveyance to Washington Homes, Inc. as surveyed by Anarex, Inc. March 1985,

- 1) South 47 degrees 50 minutes 44 seconds East 799.37 feet to a pipe found,
- 2) South 40 degrees 33 minutes 11 seconds West 616.63 feet to a pipe found,
- 3) North 47 degrees 34 minutes 53 seconds West 240.16 feet to a pipe found,
- 4) North 54 degrees 05 minutes 38 seconds West 99.95 feet to a pipe found, and
- 5) South 36 degrees 04 minutes 50 seconds West 499.97 feet to a pipe found along the North most side of Bargers Road; thence running with and binding along said North side of said road,
- 6) North 54 degrees 18 minutes 46 seconds West 343.75 feet to intersect the Northwest side of the aforementioned abandoned Drum Point Railroad; thence running with and binding along Northwest side of said railroad and along the fifth and sixth lines of the aforementioned conveyance to Ada Murphy and Jerome S. Murphy as surveyed by Anarex, Inc. March 1985,



- 7) Northeasterly 480.57 feet along the arc of a curve, deflecting to the right, having a radius of 4,418.08 feet and a chord of North 31 degrees 48 minutes 44 seconds East 480.32 feet to a pipe found, and
- 8) North 33 degrees 43 minutes 24 seconds East 697.05 feet to the point of beginning.

Containing in all 15.28 acres of land, more or less.

Being and intended to be all that land conveyed from Edward J. Cook to Washington Homes, Inc. by Deed dated January 22, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2565, Folio 635.

Mail to

Carolyn W Hall

FINANCING STATEMENT

☒ Not subject to recordation tax  
☐ Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Courts of Four Seasons, Inc.  
Address: c/o H&A Construction Company  
4305 Northview Drive  
Bowie, Maryland 20716  
Attention: Mr. Albert Procopio  
Mr. Hugo Procopio

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: Metro Plaza One, 8401 Colesville Road  
Silver Spring, Maryland 20910

275212

3. This Financing Statement covers the following types (or items) of property:

See Exhibit A.

4. Check the statements which apply, if any, and supply the information indicated:

☒ (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

See Schedule I.

RECORD FEE 22.00  
POSTAGE .50  
#233090 C040 R04 T10#27  
11/04/00

☒ Proceeds of the collateral are also covered.  
☐ Products of the collateral are also covered.

Debtor(s): COURTS OF FOUR SEASONS, INC.

Secured Party:

By: Albert Procopio  
Name: Albert Procopio  
Title: President

FIRST AMERICAN BANK OF MARYLAND  
By: Jack W. Hall  
Group Vice President  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

This Financing Statement covers all of the right, title and interest of the Debtor in and to the lands and premises more particularly described in Schedule I hereto (such lands and premises being hereinafter collectively called the "Property") and:

1. All interests, estates or other claims, both in law and in equity, which the Debtor now have or may hereafter acquire in (a) the Property, (b) all easements, rights-of-way and rights used in connection therewith or as a means of access thereto and (c) all tenements, hereditaments and appurtenances in any wise belonging, relating or pertaining thereto.
2. All estate, right, title and interest of the Debtor now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys, strips of land and gores adjacent to or used in connection therewith.
3. All estate, right, title and interest of the Debtor, if any, now owned or hereafter acquired, in and to any and all buildings and other improvements hereafter erected on the Property, including all heating, air conditioning, lighting, plumbing and other equipment now or hereafter located on or at the Property and all other improvements thereon that under applicable law are deemed to be fixtures (collectively, the "Improvements").
4. All estate, right, title and interest of the Debtor, if any, now owned or hereafter acquired, in and to all inventory, machinery, apparatus, equipment, fittings, fixtures and articles of personal property now or hereafter located on or at the Property or used in connection therewith (including in connection with the construction, renovation or improvement thereof) and all additions, and accessions thereto, replacements therefor and proceeds and profits thereof (collectively, the "Personal Property").
5. All estate, claim, demand, right (including all rights to possession and use, all options and other rights to give consents, modify, amend, extend, renew, terminate or purchase or sell), title and interest of the Debtor under all contracts, agreements, understandings or arrangements, whether written or oral, now or hereafter in effect relating to the

BOOK 354 229

development, demolition, construction, reconstruction, repair, alteration, addition to, improvement, replacement, use, operation or management of all or any portion of the Improvements, the Personal Property or the Property.

6. All right, claim, demand, title and interest of the Debtor in, to and under all permits, approvals, certificates, variances, orders, exemptions and other authorizations now or hereafter issued, made or granted with respect to the development, demolition, construction, reconstruction, repair, alteration, addition, improvement, replacement, use, operation or management of the Property.

7. All reversion or reversions, remainder or remainders, rents, revenues, proceeds, issues, profits, royalties, income and other benefits of the Debtor in the Property, the Improvements and the Personal Property.

8. All proceeds of the insurance required to be maintained under that certain Loan Agreement dated as of November 2, 1988 between the Debtor and the Secured Party and all awards heretofore or hereafter made to the Debtor with respect to any part of the Property, the Improvements or the Personal Property as the result of the exercise of power of eminent domain, including any awards for changes of the grades of streets, or as the result of any other damage to any part of the Property, the Improvements or the Personal Property for which compensation shall be given by any governmental authority (a "Condemnation"), and the Trustee is hereby authorized to collect and receive the proceeds thereof, to give proper receipts and acquittances therefor and, at the direction of the Bank, to apply the same to the payment of the Obligations, notwithstanding the fact that the same may not then be due and payable.

9. All air rights, development rights, zoning rights or other similar rights or interests which benefit or are appurtenant to the Property or the Improvements or both of the Debtor and any proceeds arising therefrom.

10. All estate right, title and interest of the Debtor now owned or hereafter acquired, in and to all leases of the Property, rents and proceeds and other payments under any such lease, insurance proceeds and indemnity.



554 230

Property Description

All that piece or parcel of land situate, lying, and being in the Fourth Election District of Anne Arundel County, Maryland, and also being part of the land conveyed by Joshua S. Linthicum and Bertha Linthicum, his wife, to James W. Wagner and Esther Wagner, his wife, by deed dated October 25, 1927 and recorded among the Land Records of Anne Arundel County, Maryland in Liber FSR16, Folio 172; and also being a part of the land conveyed by Mary E. Martin and John B. Martin, her husband, to James W. Wagner and Esther, his wife, by deed dated October 4, 1937 and recorded among the said Land Records in Liber FAM171, Folio 241 and being more particularly described as follows:

Beginning at a monument found at the westerly right-of-way line of Waugh Chapel Road and at the beginning of the third line of Waugh Chapel Cemetary as recorded in Liber NHG8, Folio 531, and running with the third and fourth lines of said Waugh Chapel Cemetary Tract

1. South 81° 05' 17" West, 353.19 feet to a monument found; thence
2. South 37° 01' 45" East, 230.44 feet to a monument found; thence leaving the Cemetary Tract and running with a line of agreement between James W. Wagner, widower, Leonard A. Wagner and Lorraine T. Wagner, and Elizabeth Marsh, widow, and Joseph Pokorney by deed and agreement dated February 17, 1961 and recorded among the said Land Records in Liber 1457, Folio 126; thence with said line of agreement the following three courses
3. South 35° 34' 25" West, 205.11 feet to a monument found; thence
4. South 72° 36' 47" West, 436.28 feet to a monument found, thence
5. South 80° 18' 10" West, 802.41 feet to a monument found at the beginning point of the aforesaid deed recorded in Liber FSR16 at Folio 172; thence with the first five courses of said deed
6. North 48° 00' 48" West, 558.00 feet to a point; thence
7. North 49° 55' 17" East, 1272.00 feet to a point; thence
8. North 43° 34' 43" West, 676.59 feet to a point; thence
9. North 26° 35' 01" East, 760.17 feet to a cedar stump, thence continuing on the same line
10. North 26° 35' 01" East, 803.54 feet to a point; thence
11. South 83° 24' 59" East, 302.05 feet to a point on the westerly right-of-way line of Waugh Chapel Road as set by a conveyance from James W. Wagner, widower, to Anne Arundel County, Maryland by deed dated June 4, 1970 and recorded among the Land Records of said County in Liber 2347, Folio 587 and thence running with the said right of way line the following eleven courses
12. South 01° 47' 05" East, 165.60 feet to a point; thence
13. 602.90 feet along the arc of a curve to the left having a radius of 8550.87 feet and a chord bearing and distance of South



03° 47' 19" East, 602.78 feet to a point; thence  
 14. South 05° 48' 30" East, 336.92 feet to a point; thence  
 15. South 00° 05' 52" East, 150.75 feet to a point; thence  
 16. South 13° 21' 02" East, 76.19 feet to a point; thence  
 17. South 7° 21' 52" East, 126.90 feet to a point; thence  
 18. South 4° 34' 54" East, 102.66 feet to a point; thence  
 19. South 18° 53' 19" East, 153.81 feet to a point; thence  
 20. 661.35 feet along the arc of a curve to the left having a  
 radius of 2331.83 feet and a chord bearing and distance of South  
 23° 17' 43" East, 659.13 feet to a point; thence  
 21. South 11° 38' 33" East, 54.50 feet to a point; thence  
 22. South 7° 11' 43" East, 15.70 feet to the point of beginning,  
 containing 65.8779 acres of land.

As per survey of Toups & Loiederman, Registered Land Surveyors,  
 dated May 1, 1972.

Mail to

Carolyn H. Hall

275310

BOOK 531 PAGE 232

FINANCING STATEMENT

1.        To Be Recorded in the Land Records.
2.   ✓   To Be Recorded among the Financing Statement Records.
3.   X   Not subject to Recordation Tax.
4.        Subject to Recordation Tax on an initial debt in the principal amount of                     . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of                     .

5.	Debtor's Name	Address
	First United Pentecostal Church of Annapolis, Maryland, a Maryland corporation	1535 Ritchie Highway Arnold, MD 21012

6.	Secured Party	Address
	First Annapolis Savings Bank, FSB	1832 George Avenue Annapolis, MD 21401

7. This Financing Statement covers and Debtor hereby grants to the Secured Party a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

All of the fixtures of the Debtor, both now owned and hereafter acquired which are located on the real property described in Exhibit A attached hereto and incorporated herein by reference, or in any improvements thereon, whether now affixed or to be affixed thereto, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now or hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

RECORD FEE 17.00  
POSTAGE .50  
#239730 0040 R04 112413  
11/16/00

DEBTOR:

First United Pentecostal Church of Annapolis, Maryland, a Maryland corporation

By: Chester M. Wright, President  
Chester M. Wright, President

Address where Collateral will be located:

1535 Ritchie Highway  
Arnold, Maryland 21012

Mr. Clerk: Please return to M. Willson Offutt, IV, Esq., Blumenthal, Wayson, Downs & Offutt, P.A., 121 Cathedral Street, P.O. Box 868, Annapolis, Maryland 21404.

a:ff41985.fs  
a:ff61

CK

17.00  
50

EXHIBIT "A"

I.

BEGINNING for the same at a point on the easterly side of Governor Ritchie Highway, said point of beginning being North 32° 49'34" West 490.32 feet from where the easterly side of the aforesaid Governor Ritchie Highway is intersected by the South 46° 36' West 560 plus or minus foot line in that conveyance from Carrie W. Gott, Widow, to Philip E. Miller and wife by deed dated June 26, 1944, and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. No. 310, folio 279, thence leaving said beginning point and continuing to running with the easterly side of Governor Ritchie Highway North 32° 49'34" West 436.84 feet, thence North 02°56'56" East 41.93 feet to the southerly line of Old Frederick Road as laid out 30 feet wide, thence running with the said southerly side of Old Frederick Road North 55°43'25" East 569.99 feet, thence leaving the aforesaid road and running with the easterlyline of a 20 foot wide right-of-way the following two courses and distances South 31°33'17" East 223.33 feet and South 33°00'54" East 171.70 feet, thence South 48°28'13" West 596.80 feet to the place of beginning. Being and intending to be the residue of the aforesaid deed #J.H.H. 310/279. Containing 5.8572 acres of land more or less including the 20 foot wide right-of-way.

BEING the same property described in a Deed dated February 12, 1988 from Philip E. Miller and Rita Ullman Miller unto First United Pentecostal Church of Annapolis, Maryland, Inc. and recorded among the Land Records of Anne Arundel County in Liber 4573, folio 182.

II.

BOOK 534 PAGE 234

PARCEL ONE

BEGINNING for the same at a pipe set at the end of the North 39 degree 56 minute West 905.73 foot line as shown on the Plat of the subdivision of part of the J. C. Strohm proper in the Third Election District of Anne Arundel County as recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 2, folio 14; and running from thence, North 42 degrees 50 minutes 20 seconds East 293.85 feet to a point; thence North 42 degrees 47 minutes 00 seconds East 242.51 feet to a post set on the Northwest corner of the entire tract of land; thence South 49 degrees 19 minutes 00 seconds East 991.14 feet to a pipe set on the Northwest corner of Lot No. 4; thence South 50 degrees 26 minutes 00 seconds West 693.71 feet to a pipe set on Northwest corner of a 15 foot roadway; thence North 39 degrees 56 minutes 00 seconds West 905.73 feet to the place of beginning, containing fourteen and one hundred ninety-one one-thousandths (14.191) acres of land, more or less, and being known as Lot No. 2 and a part of Lot No. 3 as shown on said Plat.

SAVING AND EXCEPTING THEREFROM all that lot of ground conveyed by John Chipburn and Tiny Chipburn, his wife, to Phillip B. Woolford and Madge I. Woolford, his wife, by deed dated the 8th day of February, 1938, and recorded among the Land Records of Anne Arundel County in Liber J.M.H. No. 210, folio 226, and described as follows:

BEGINNING for the same at the Northernmost corner of Lot No. 3 as laid down on the Plat of a part of the subdivision of the John C. Strohm property as recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 2, folio 14; and running thence binding along the northerly or South 39 degrees 56 minutes East 196.79 foot line of said lot No. 3 as now surveyed, South 34 degrees 18 minutes 20 seconds East 198.79 feet to the northerly side of a 15-foot road or right-of-way; and running thence binding on the South 50 degrees 26 minutes West 388.54 foot line of Lot No. 3 produced Northeasterly as now surveyed, North 56 degrees 03 minutes 40 seconds East 219.13 feet; thence parallel to the first line of this description, North 34 degrees 18 minutes 20 seconds West 198.79 feet to intersect the South 50 degrees 26 minutes West 409.26 foot line of said Lot No. 3 extended in a Northeasterly direction; thence binding on said line extended as now surveyed, South 56 degrees 03 minutes 40 seconds West 219.13 feet to the place of beginning. Containing one (1.0) acre of land, more or less, and designated as Parcel "B" on the State Roads Commission Plat No. 3219. LEAVING a residue of 13.191 acres of land, more or less.

PARCEL TWO

BEGINNING for the same at a pipe now set at the Northernmost corner of Lot No. 1 as laid down on the Plat of the subdivision of part of the John C. Strohm property recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 2, folio 14, and running thence binding on the South 39 degrees 56 minutes 00 seconds East 691.93 foot line of said Lot No. 1 as now surveyed; South 34 degrees 18 minutes 20 seconds East 691.93 feet to the Easternmost corner of the aforesaid Lot No. 1; thence binding along a part of the line of division between Lots Nos. 1 and 3 of the aforesaid Plat as now surveyed, South 56 degrees 03 minutes 40 seconds West 198.74 feet to intersect the Eastern right-of-way line of the proposed Annapolis Boulevard Relocation as shown on the State Roads Commission's Plat No. 3219; and running thence binding thereon, North 23 degrees 54 minutes 30 seconds West 692.69 feet to intersect the Northwesterly or North 42 degrees 50 minutes 20 seconds East 442.12 foot line of the aforesaid Lot No. 1; thence binding on a part of the said line as now surveyed, North 48 degrees 28 minutes East 74.1 feet to the place of beginning, containing two and fourteen one-hundredths (2.14) acres of land, more or less, and designated as Parcel "A" on the aforesaid State Road Commission's Plat No. 3219. Being a part of Lot No. 1 as laid down on the plat of the subdivision of a part of the John C. Strohm property recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 2, folio 14.

PARCEL THREE

BEGINNING for the same at an iron pipe on the East side of Ritchie Highway, said pipe being located at the Northwest corner of the conveyance from Phillip E. Miller and Rita U. Miller, his wife, to Harry Dantoni and Jeannette Dantoni, his wife; and running from thence and with the West line of said conveyance, North 55 degrees 10

EXHIBIT "A" (continue)

BOOK 534 PAGE 235

minutes 50 seconds East 851.19 feet to a pipe set in the 9th line of the conveyance from Penn and Morton to Taylor recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 56, folio 132; thence with said 9th line reversely, and as corrected, South 23 degrees 45 minutes East 370.4 feet to a pipe at the end of the 8th line of said conveyance; thence with said line reversely South 47 degrees 12 minutes West 867.89 feet to a pipe set where the 8th line of the whole tract as referred to in the conveyance from Carrie W. Gott to Phillip E. Miller and Rita U. Miller, his wife, by deed dated June 1, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.W.H. No. 310, folio 279, intersects the East side of the Ritchie Highway; thence with the same North 25 degrees 30 minutes West 490.5 feet to the place of beginning, containing 8.19 acres of land, more or less.

Being the part of the property described in a Deed dated December 31, 1976, and recorded among the Land Records of Anne Arundel County in Liber 2933, folio 193, from Frank E. Lunter and Evelyn Lunter unto First United Pentecostal Church of Annapolis, Maryland, Inc.

AFTER RECORDING, PLEASE RETURN TO:

M. Willson Offutt IV, Esquire  
Blumenthal, Wayson, Downs & Offutt, P.A.  
P.O. Box 868  
Annapolis, Maryland 21404-0868  
(301) 268-7707



534 236

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book 519Page 565

Identification No. \_\_\_\_\_

Dated November 9, 1987

1. Debtor(s)

Chandler Point Corporation

Name or Names—Print or Type

900 Ritchie Highway, Suite 201, Severna Park, MD 21146

Address—Street No., City - County State Zip Code

2. Secured Party

Provident Bank of Maryland

Name or Names—Print or Type

114 E. Lexington Street, Baltimore, MD 21202

Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Lot Number 31 as shown on the Plat entitled "Chandler Point at Water Oak Forest" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, Folio 39 through 41 inclusive.

Dated: September 14, 1988

Provident Bank of Maryland

Name of Secured Party

Alex J. Guggenheim

Signature of Secured Party

Alex J. Guggenheim; Vice President

Type or Print (Include Title if Company)

FINANCING STATEMENT

1. Name of Debtor: BAYBERRY, INC.  
Address: 580 Kevins Drive  
Arnold, Maryland 21012
2. Name of Secured Party: MARYLAND NATIONAL BANK  
Address: Real Estate Industries Group  
Construction Finance Section  
10 Light Street  
Baltimore, Maryland 21202
3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated November 4, 1988 from Debtor to Stephen F. Beckenholdt and Dennis M. Miller, Trustees (the "Deed of Trust"), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

4. Proceeds and products of all collateral are covered.

RECORD FEE 13.00  
POSTAGE .50  
#726640 07/7 R03 716:02  
11/14/88

13.50

5. Recordation tax on the principal sum of \$238,400 has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recording of the Deed of Trust.

Debtor:

BAYBERRY, INC.

By

*Glenn C. Riccio*  
Name: Glenn C. Riccio  
Title: Assistant Secretary

Secured Party:

MARYLAND NATIONAL BANK

By

*Harrell D. Copeland*  
Harrell D. Copeland  
Vice President

Mr. Clerk: Return to Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202  
ATTN: Jeffrey H. Seibert

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY
2. WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

## EXHIBIT A

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in the County of Montgomery, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 19, Section B, BAYBERRY-ON-THE-MAGOTHY, as shown on the plat of Bayberry-on-the-Magothy, recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-8, Plat 14.

TOGETHER with the right of way fifteen feet wide for the purpose of ingress and egress to and from the tract of land as shown on the plat hereinabove referred to and the county road, which said right-of-way is more particularly described in a deed and agreement dated April 26, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 566, folio 584, by and between Charles B. Lynch and Lillian M. Lynch, his wife and The Title Guarantee Company and said description is made a part hereof as if fully incorporated herein.

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 275289

## ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐This financing statement Dated October 18, 1988 is presented to a filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Edward J. Wolf, Gastro-Enterology Associates, P.A.Address 615 Hammonds Lane, Baltimore, MD 21225

## 2. SECURED PARTY

Name Mercantile-Safe Deposit & Trust CompanyAddress P. O. Box 1972, Baltimore, MD 21203Thomas M. Esposito, c/o Mercantile Bank, Towson Office, 409 Washington Ave.,  
Person And Address To Whom Statement Is To Be Returned If Different From Above. TOWSON, MD  
21204

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property; (list)

All of the debtor's right, title and interest in and to all the debtor's accounts, chattel paper, documents, general intangibles, instruments and inventory, wherever located, whether now owned or hereafter acquired by the debtor, together with all replacements or substitutions and renewals thereof, and together with all records relating to the above collateral. The terms used above to describe the collateral shall have the same respective meanings as are given to those terms in Title IX of the Commercial law Article of the Annotated Code of Maryland, as amended.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 12.00

POSTAGE .50

REC-480 C040 R04 T00455

11/15/88

XX (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)Edward J. Wolf  
(Signature of Debtor)

Edward J. Wolf, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Thomas M. Esposito  
(Signature of Secured Party)

Thomas M. Esposito, Asst. Vice President

Type or Print Above Signature on Above Line



275290

BOOK 534 PAGE 241

RECORDATION TAX PAID TO ANNE ARUNDEL COUNTY OF \$631.05

COPY FOR FILING

## FINANCING STATEMENT

- ☐ Not Subject to Recordation Tax  
☒ Subject to Recordation Tax; Principal  
 Amount is \$ 90,150.00
- ☒ To Be Recorded  
 SDA&T  
 X Anne Arundel County

NAME	ADDRESS
1. Debtors(s) (or assignor(s) )	No. Street City State
B & C Land Clearing Company, Inc.	8316 Lokus Road, Odenton, MD 21113

2. Secured Party (or assignee)  
 NCNB Bank of Maryland, 201 N. Charles Street, Baltimore, MD 21201

3. This Financing Statement covers the following types (or items) of property:

Specific Equipment to be located at:

8316 Lokus Road  
 Odenton, MD 21113

RECORD FEE 11.00  
 RECORD TAX 633.50  
 POSTAGE .50  
 #237490 C040 R04 T08:58  
 11/15/88

SEE ATTACHED SCHEDULE A.

CHECK ☒ THE LINES WHICH APPLY

4. ☐ (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below:  
☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: \_\_\_\_\_

5. ☒ (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.  
☒ (If products of collateral are claimed) Products of the collateral are also covered.
6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party:

NCNB Bank of Maryland

By: \_\_\_\_\_

Type Name Ralph F. Ebbenhouse

Title Vice President

Debtor(s) or Assignor(s)

B & C Land Clearing Co., Inc.

By: \_\_\_\_\_

RICHARD W. BEATTY  
PRESIDENT

NCNB 1 101 CL (5-88)

Type or Print Name and Title of Each Signature

11/15/88  
 633.50  
 50

**Schedule A**  
**Description of Collateral**

- ☐ All furniture, fixtures and equipment now owned or hereafter acquired by Borrower, to be located at \_\_\_\_\_
- ☐ All accounts and contract rights now owned or hereafter acquired by Borrower
- ☐ All inventory, finished goods and work in process now owned or hereafter acquired by Borrower
- ☐ Marketable Securities: \_\_\_\_\_
- ☐ Savings Account(s): \_\_\_\_\_
- ☐ Certificate(s) of Deposit: \_\_\_\_\_
- ☐ Bonds: \_\_\_\_\_
- ☐ Real Property located at: \_\_\_\_\_

\_\_\_\_\_ and being more fully described in a  
\_\_\_\_\_ recorded on \_\_\_\_\_, 19\_\_\_\_,  
among the land records of \_\_\_\_\_, at liber no. \_\_\_\_\_  
folio no. \_\_\_\_\_

☒ Other: Specific Equipment as listed below:

Motorola Telephone Communication System consisting of 5 Spectra Base Control  
Stations; 5 Transmission Lines; 5 Omni Directional Antennas and 19 Spectra  
Mobile Radios

1 Caterpillar 977L Crawler Loader with 4 in 1 bucket; Serial No. 70J3080

1 Caterpillar Crawler Loader Serial No. 11K8124

BOOK 534 243

This <b>STATEMENT</b> is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Connolly, Christopher T. & Mary P. 12305 Rockledge Drive Bowie, MD 20715	2. Secured Party(ies) and address(es) Society For Savings 1290 Silas Deane Highway Wethersfield, Ct.	For Filing Office Use and Filing Office RECEIVED POSTAGE .50 #237500 C040 R04 T09101 11/15/88 TW
4. This statement refers to original Financing Statement bearing File No. <u>260753</u> Filed with <u>Anne Arundel Co.</u> Date Filed <u>3/11</u> 19 <u>86</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.		
6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.		
7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.		
8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.		
9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10 24 87		
10.		

12.52

No. of additional Sheets presented:

SOCIETY FOR SAVINGS

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: David M. North  
Signature(s) of Secured Party(ies)

(1) Filing Office Copy - Alphabetical

STANDARD FORM - FORM UCC-3

275231

BOOK 534 PAGE 244

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.  
NOT SUBJECT TO RECORDATION TAXIf transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \$19,000.00If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR JOHNSON, RUDOLF E. DBAName RUDY'S ENTERPRISESAddress 1789 GENERAL'S HIGHWAY ANNAPOLIS MD 21401

2. SECURED PARTY

Name ROAD MACHINERY INC.Address 120 GORDON DRIVE LIONVILLE PA 19353ASSIGNMENT OF ASSOCIATES COMMERCIAL CORP PENN CENTER WAREHOUSE  
SECURED PARTY Person And Address To Whom Statement Is To Be Returned If Different From Above.  
SUITE 321, PITTSBURGH, PA 15276

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

ONE (1) FIAT ALLIS MOBAL 605 WHEEL LOADER S/N 140-6810  
EQUIPPED WITH CAR BODY FORKSONE (1) ALLIS C180 MOBAL 840 WHEEL LOADER S/N 2882  
COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS,  
ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS  
AND ALL PROCEEDS THEREOF.

CROSS INDEXING REQUESTED

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 12.00

POSTAGE .30

H37510 0040 R04 T09103

11/15/88

☒ (Proceeds of collateral are also covered)☒ (Products of collateral are also covered)RUDY'S ENTERPRISESRUDY'S ENTERPRISES

(Signature of Debtor)

RUDOLPH E. JOHNSON

Type or Print Above Signature on Above Line

R

(Signature of Debtor)

Type or Print Above Signature on Above Line

ROAD MACHINERY INCWARREN W. WELCH

(Signature of Secured Party)

WARREN W. WELCH

Type or Print Above Name on Above Line

12.50

275232

534 245

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any)
1. Debtor(s) (Last Name First) and address(es)  Cards & More, Inc. 8541 Fort Smallwood Road Pasadena, MD 21122	2. Secured Party(ies) and address(es)  Recycled Paper Products, Inc. 3636 North Broadway Chicago, IL 60613	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50 #237520 C040 104 109716 11/15/88
4. This financing statement covers the following types (or items) of property:  All of the personal property of the Debtor considered to be inventory within the contemplation of the Uniform Commercial Code now owned or hereafter acquired, and further including the products and proceeds of all the foregoing; and further including all accounts receivable, contract rights and general intangibles now owned or hereafter acquired, and the proceeds thereof, and further including all furniture, fixtures and equipment now owned or hereafter acquired, and the proceeds thereof, and further including all accounts, documents, instruments and chattel paper and all the proceeds thereof.  "NOT SUBJECT TO RECORDATION TAX"  11 50		5. Assignee(s) of Secured Party and Address(es)  1
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected Check <input checked="" type="checkbox"/> if covered. <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		Filed with:
Cards & More, Inc. By: <u>David P. Lawett</u> Signature(s) of Debtor(s)		RECYCLED PAPER PRODUCTS, INC. By: <u>Martin W. Wenzel</u> Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.



275233

BOOK 534 PAGE 246

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any)

1. Debtor(s) (Last Name First) and address(es)

Cards & More, Inc.  
8541 Fort Smallwood Road  
Pasadena, MD 21122

2. Secured Party(ies) and address(es)

Recycled Paper Products, Inc.  
3636 North Broadway  
Chicago, IL 60613

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00

POSTAGE .50

#237530 C040 R04 T09:17

11/15/08

4. This financing statement covers the following types (or items) of property:

All fixtures and display equipment sold by Secured Party to Debtor and all Inventory of goods and merchandise now held or hereafter acquired by Debtor bearing the trademark(s) RECYCLED PAPER PRODUCTS either singly or in combination with any other word or words, together with all additions or accessions thereto, and all accounts, contract rights, documents, instruments, general intangibles and chattel paper of Debtor now existing or hereafter arising out of or with respect to such inventory and all proceeds of all the foregoing.

11.00

5. Assignee(s) of Secured Party and Address(es)

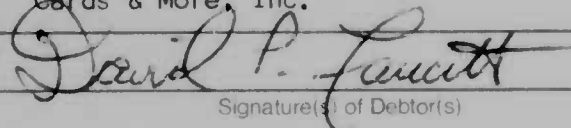
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)☐ already subject to a security interest in another jurisdiction when it was brought into this state.☐ which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with

Check ☒ if covered. ☒ Proceeds of Collateral are also covered. ☒ Products of Collateral are also covered. No. of additional Sheets presented

Cards &amp; More, Inc.

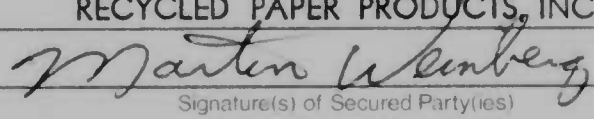
By:



Signature(s) of Debtor(s)

RECYCLED PAPER PRODUCTS, INC.

By:



Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

75294

BOOK 534 PAGE 247

## FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at \_\_\_\_\_
2. ☒ To Be Recorded among the Financing Records at ANNE ARUNDEL COUNTY CIRCUIT COURT
3. ☐ Not subject to Recordation Tax.
4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 70,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County Circuit Court. (\$490.00). 11/3/88

5. Debtor(s) Name(s): Gross Mechanical Laboratories, Inc. Address(es): 7240 Standard Drive  
Hanover, Maryland 21076

6. Secured Party: Maryland National Bank Address: Department: LDRU  
Post Office Box 987, Mailstop 02-28-01  
Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

(1) VMC-2416 w/OM Control and Hi-Lo gearbox S/N 12322.

Debtor: Gross Mechanical Laboratories, Inc. Secured Party: Maryland National Bank

By: Donald P. Gross (President) (Seal)  
 Type name and title, if any Donald P. Gross -  
President

By: \_\_\_\_\_ (Seal)  
 Type name and title, if any

By: Meg A. Roedel (Seal)

Meg A. Roedel - Commercial Banking Officer  
 Type name and title

207-95 REV. 1/86

MARYLAND NATIONAL BANK

RECORD FEE 11.00  
 RECORD TAX 490.00  
 POSTAGE .05  
 POSTAGE .45  
 #337370 C040 R04 T09124  
 11/15/88

11.00  
 490.00  
 501.50

1810324-9002-143915



275295

BOOK

534

PAGE 248

Financing Statement

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

☐ STATE CORPORATION COMMISSION  
UCC Div., Box 1197, Richmond, Va. 23209☒ LOCAL (CLERK OF Anne Arundel )

## FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.  
No other name will be indexed.Richard W. Shockey, Jr.  
15824 Dorset Road  
Laurel, MD 20707

Check the box indicating the kind of statement. Check only one box.

☒ ORIGINAL FINANCING STATEMENT

The debtor(s) hereby grant(s) to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party except as limited by separate written agreement.

☐ CONTINUATION-ORIGINAL STILL EFFECTIVE☐ AMENDMENT☐ ASSIGNMENT☐ PARTIAL RELEASE OF COLLATERAL☐ TERMINATION

Name &amp; address of Secured Party

Sovran Bank, N.A.  
P. O. Box 231 (Corner King & Market Sts.)  
Leesburg, VA 22075  
ATTN: Tommie L. Critchfield

Name &amp; address of Assignee

RECORD FEE 11.00  
POSTAGE .50  
#237630 C040 R04 T09+30  
11/13/88

Date of maturity if less than five years

Proceeds of collateral are covered ☒  
Products of collateral are covered ☒

Description of collateral covered by original financing statement

1988 weanling colt out of Slew O'Gold/Heartbreak

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Richard W. Shockey, Jr.

Signature of Debtor if applicable (Date)

Sovran Bank, N.A.

Signature of Secured Party if applicable (Date)

By: [Signature] 9/20/88

BOOK 534 PAGE 249

275311

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)  
DEVON HOME CENTER STORES OF  
MARYLAND, INC.  
595 S.W. 13th Terrace  
Pompano Beach, Florida 33069

2 Secured Party(ies) and address(es)  
CONGRESS FINANCIAL CORPORATION  
(FLORIDA)  
777 Brickell Avenue  
Miami, Florida 33131

3. Maturity date (if any):  
For Filing Officer (Date, Time,  
Number, and Filing Office)

RECORD FEE 25.00  
POSTAGE .50  
#237660 0040 R04 109:33  
11/15/88

4 This financing statement covers the following types (or items) of property:

All of Debtor's present and future accounts, contract rights,  
general intangibles, chattel paper, instruments, documents, inventory,  
equipment and fixtures, and other property, including without limita-  
tion, those items or types of property described on the Rider annexed  
hereto and the proceeds and products of all of the foregoing.

Principal indebtedness for Maryland recording tax purpose  
is \$300,000. Tax paid to the Maryland Dept. of  
assessment and taxation in the amount of \$990.00

5. Assignee(s) of Secured Party and  
Address(es)

110

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)  
☐ already subject to a security interest in another jurisdiction when it was brought into this state.  
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:  
Anne Arundel County, Maryland

Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☒ Products of Collateral are also covered. No. of additional Sheets presented: 5

DEVON HOME CENTER STORES OF MARYLAND, INC.

CONGRESS FINANCIAL CORPORATION (FLORIDA)

By:

*Thomas A. Stichel*  
Signature(s) of Debtor(s)

*EVP*  
Title

By:

*Steven Stone*  
Signature(s) of Secured Party(ies)

*VP*  
Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)



RIDER TO  
UCC-1 FINANCING STATEMENT  
between

DEBTOR: DEVON HOME CENTER STORES OF MARYLAND, INC.

and

SECURED PARTY: CONGRESS FINANCIAL CORPORATION (FLORIDA)

This financing statement covers the following types (or items) of property:

(a) (i) all present and future Accounts, Contract Rights, General Intangibles, Chattel Paper, Documents and Instruments, including, without limitation, all obligations for the payment of money arising out of the sale, lease or other disposition of goods or other property or rendition of services, (including, but not limited to, all obligations and rights thereto relating to amounts owed to Debtor by any credit card or other company or arising from the retail sale of consumer goods on an installment or deferred basis and the note, security agreement or other document evidencing the obligations and indebtedness with respect thereto); (ii) all monies, securities and other property and the proceeds thereof, now or hereafter held or received by, or in transit to, Secured Party, Citizens Fidelity Bank and Trust Company ("Citizens Fidelity"), Chemical Bank ("Chemical"), The Bank of New York ("BNY"), any other bank or financial institution or any participant from or for Debtor or any guarantor, whether for safekeeping, pledge, custody, transmission, collection or otherwise, and all of Debtor's deposits (general or special), balances, sums and credits with Secured Party, Citizens Fidelity, Chemical, BNY, any other bank or financial institution or any participant at any time existing (including, but not limited to, any interest in any deposit accounts, any cash collateral or other accounts established at Citizens Fidelity, Chemical, BNY or any other bank or financial institution for the account or benefit of Debtor or any guarantor); (iii) all right, title and interest, and all enforcement and other rights, remedies, and security and liens, in, to and in respect of Accounts and other collateral, including, without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, guaranties or other contracts of suretyship with respect to the Accounts, deposits or other security for the obligation of any Account Debtor, including, but not limited to, any purchase money or other security interests in consumer or other goods relating to the Accounts granted or assigned to Debtor, credit and other insurance; (iv) all right, title and interest in, to and in respect of all goods relating to, or which by sale have resulted in Accounts, including, without limitation, all goods described in invoices, documents, contracts or instruments, including, but not



limited to, any installment sales contract, with respect to, or otherwise representing or evidencing, any Account or other collateral, including, without limitation, all returned, reclaimed or repossessed goods or goods subject to security interests in favor of Debtor; (v) all deposit accounts; and (vi) all other General Intangibles of every kind and description, including, without limitation, (A) indemnification rights and remedies and claims for damages or other relief in respect of a certain purchase agreement entered into between Devon Acquisition Corp. and Revlon, Inc., (B) the interests of Debtor in any surety, insurance or bonds, letters of credit or other guaranties, (C) trade names and trademarks, and the goodwill of the business symbolized thereby, (D) patents, (E) copyrights, (F) licenses, (G) claims and other choses in action, and (H) Federal, State and local tax refund claims of all kinds;

(b) all now owned and hereafter acquired Inventory, wherever located, including, without limitation, all raw materials, work-in-process, finished and semi-finished goods and all other inventory of any kind, nature or description, including, without limitation, consumer goods, and any other personal property held for sale, exchange or lease or furnished or to be furnished under a contract of service or an exchange arrangement or used or consumed in the business or in connection with the manufacturing, packing, shipping, advertising, selling or finishing of such goods, inventory, merchandise and other personal property, and all names or marks affixed to or to be affixed thereto for purposes of selling same by the seller, manufacturer, lessor or licensor thereof and all right, title and interest therein and thereto, wherever located, whether now owned or hereafter acquired;

(c) all now owned and hereafter acquired Equipment and Fixtures, wherever located, including, without limitation, any and all machinery used in connection with the manufacture, sale, exchange or lease of goods or rendition of services, machinery, tooling, tools, telephone equipment, computers, computer hardware and related computer equipment and accessories (including, without limitation, software and records), vehicles, dies, jigs, furniture, store fixtures and fixtures, all attachments, components, parts, accessions and property now or hereafter affixed thereto, installed thereon or used in connection therewith, and all additions to and substitutions and replacements thereof and all existing and future leasehold interests in equipment and fixtures, wherever located, whether now owned or hereafter acquired;

(d) all now owned and hereafter acquired real property and interests therein of Debtor, including leasehold interests, together with all buildings, structures and other improvements located thereon and all licenses, easements and appurtenances relating thereto, wherever located;

(e) all present and future books and records relating to any of the above including, without limitation, all tapes (including any electronic medium or hard copy furnished to Secured Party, Citizens Fidelity, Chemical, BNY, any other bank or financial institution, Debtor, or any guarantor by the United States military), disks, diskettes, and other data and software storage devices, file cabinets or containers in or on which the foregoing are stored, cards, computer programs, runs and computer data in the possession or control of the Debtor, any computer service bureau or other third party; and

(f) all Products and Proceeds of the foregoing, in any form, including, without limitation, any insurance proceeds and any claims against third parties for loss or damage to or destruction of any or all of the foregoing.

All capitalized terms used above shall have the meanings set forth in the Uniform Commercial Code, unless otherwise defined herein.

DWM3/A05/ir

534 253

Some of the Collateral may from time to time be located at the following locations:

	ADDRESS	CITY	STATE/ZIP
DEVON HOME CENTER STORES OF Virginia	8733-A Cooper Rd.	Alexandria	VA 22309
DEVON HOME CENTER STORES OF Virginia	1076-A W. Mercury Blvd.	Hampton	VA 23666
DEVON HOME CENTER STORES OF Virginia	4021 E. Little Creek Rd.	Norfolk	VA 23518
DEVON HOME CENTER STORES OF Virginia	183 W. Ocean View Ave.	Norfolk	VA 23503
DEVON HOME CENTER STORES OF Virginia	8606 Hampton Blvd.	Norfolk	VA 23505
DEVON HOME CENTER STORES OF Virginia	15411 Warwick Blvd.	Newport News	VA 23602
DEVON HOME CENTER STORES OF Virginia	614 First Colonial Rd.	Virginia Bch	VA 23451
DEVON HOME CENTER STORES OF New Jersey	Sylesville Rd.	Wrightstown	NJ 08562
DEVON HOME CENTER STORES OF Massachusetts	285 Ayr Rd.	Harvard	MA 01451
DEVON HOME CENTER STORES OF Rhode Island	553 W. Main Rd	Middletown	RI 02840
DEVON HOME CENTER STORES OF Delaware	605 South Bay Rd.	Dover	DE 19901
DEVON HOME CENTER STORES OF Connecticut	972 Foguonnock Rd.	Groton	CT 06340
DEVON HOME CENTER STORES OF South Carolina	6740 Garners Ferry Rd	Columbia	SC 29209
DEVON HOME CENTER STORES OF North Carolina	797 Hwy. 210 North	Springlake	NC 28390
DEVON HOME CENTER STORES OF North Carolina	4439 Bragg Blvd.	Fayetteville	NC 28303
DEVON HOME CENTER STORES OF South Carolina	5300 Rivers Ave.	N. Charleston	SC 29418
DEVON HOME CENTER STORES OF North Carolina	236 Brynn Harr Rd & Western Biv	Jacksonville	NC 28540
DEVON HOME CENTER STORES OF North Carolina	219 East Main St.	Havelock	NC 28532
DEVON HOME CENTER STORES OF South Carolina	4494-D Broad St. Ext.	Spartan	SC 29154
DEVON HOME CENTER STORES OF Mississippi	326 Iberville Dr.	Biloxi	MS 39530
DEVON HOME CENTER STORES OF Florida	27425 S. Dixie Hwy	Naranja	FL 33032
DEVON HOME CENTER STORES OF Florida	2775-1 Mayport Rd.	Jacksonville	FL 32233
DEVON HOME CENTER STORES OF Florida	7628-6 103rd St.	Jacksonville	FL 32210
DEVON HOME CENTER STORES OF Georgia	3190 General Screvens Way	Hinesville	GA 31313
DEVON HOME CENTER STORES OF Georgia	3296 Victory Dr.	Columbus	GA 31903
DEVON HOME CENTER STORES OF Georgia	115 Richard Russell Fwy	Warner Robins	GA 31093
DEVON HOME CENTER STORES OF Georgia	3209 Deans Bridge Rd	Augusta	GA 30906
DEVON HOME CENTER STORES OF Florida	501 N. Navy Blvd	Pensacola	FL 32507
DEVON HOME CENTER STORES OF Florida	220 N. Eglin Fwy	Ft. Walton Bch	FL 32548
DEVON HOME CENTER STORES OF Alabama	4616 McClellan Blvd.	Anniston	AL 36201
DEVON HOME CENTER STORES OF Alabama	204 Hwy. 134 East	Daleville	AL 36322
DEVON HOME CENTER STORES OF California	3150 Main St, Suite E	San Diego	CA 92113
DEVON HOME CENTER STORES OF California	230 E. Main St.	Barstow	CA 92311
DEVON HOME CENTER STORES OF California	1230 H. LeMoore Ave.	LeMoore	CA 93245
DEVON HOME CENTER STORES OF California	6255 Adobe Rd.	Twenty-Nine Palms	CA 92277
DEVON HOME CENTER STORES OF California	2661 North Ventura Rd.	Fort Hueneme	CA 93041
DEVON HOME CENTER STORES OF California	21212 Bale Fwy.	El Toro	CA 92630
DEVON HOME CENTER STORES OF Arizona	280 W. 32nd Street	Yuma	AZ 85364
DEVON HOME CENTER STORES OF California	2601 Shaffer Rd.	Atwater	CA 95301
DEVON HOME CENTER STORES OF California	3334 Hather Field Rd.	Rancho Cordova	CA 95670
DEVON HOME CENTER STORES OF California	648 Farler Rd.	Fairfield	CA 94533
DEVON HOME CENTER STORES OF California	33 Tennessee St.	Vallejo	CA 94590
DEVON HOME CENTER STORES OF California	330 Reservation Rd	Marina	CA 93933
DEVON HOME CENTER STORES OF California	1766 Freemont Blvd.	Seaside	CA 93955
DEVON HOME CENTER STORES OF California	400 Moffett Blvd.	Mountain View	CA 94040
DEVON HOME CENTER STORES OF California	2790 Lytton St.	San Diego	CA 92110
DEVON HOME CENTER STORES OF California	1701 Webster St.	Alameda	CA 94501
DEVON HOME CENTER STORES OF California	9484 Black Mtn. Rd	San Diego	CA 92126
DEVON HOME CENTER STORES OF California	301 Atlantic Ave.	Long Beach	CA 90802
DEVON HOME CENTER STORES OF North Dakota	809 North Broadway	Minot	ND 58701
DEVON HOME CENTER STORES OF North Dakota	Hwy 2	Emeryado	ND 58228
DEVON HOME CENTER STORES OF Hawaii	203 S. Kamehameha Hwy	Wahiawa	HI 96786
DEVON HOME CENTER STORES OF Hawaii	Moanalua Shopping Ctr B1	Honolulu	HI 96818
DEVON HOME CENTER STORES OF Hawaii	91-919 Fort Weaver Road	Ewa Beach	HI 96706
DEVON HOME CENTER STORES OF Ohio	5526 Airway Rd.	Dayton	OH 45431
DEVON HOME CENTER STORES OF Illinois	427 S. Century Blvd	Rantoul	IL 61886
DEVON HOME CENTER STORES OF Illinois	2710 22nd St.	N. Chicago	IL 60064
DEVON HOME CENTER STORES OF Kentucky	660 Knox Blvd.	Radcliff	KY 40160
DEVON HOME CENTER STORES OF Tennessee	2807 Ft. Campbell Blvd.	Clarksville	TN 37042
DEVON HOME CENTER STORES OF Kansas	1206 Grant Ave.	Junction City	KS 66441
DEVON HOME CENTER STORES OF Missouri	Hidden Valley Plaza	St. Roberts	MO 65583



ADDRESS	CITY	STATE/ZIP
DEVON HOME CENTER STORES OF California	14544 Seventh St.	Victorville CA 92392
DEVON HOME CENTER STORES OF California	886 Palm Ave.	Imperial Bch CA 92032
DEVON HOME CENTER STORES OF California	3762 Mission Ave.	Oceanside CA 92054
DEVON HOME CENTER STORES OF California	517 Mission Ave.	Oceanside CA 92054
DEVON HOME CENTER STORES OF California	24545 Alessandro Blvd.	Sunnyvale CA 92388
DEVON HOME CENTER STORES OF California	24988 East 3rd St.	San Bernardino CA 92410
DEVON HOME CENTER STORES OF Nevada	3297 Las Vegas Blvd. N.	N. Las Vegas NV 89030
DEVON HOME CENTER STORES OF Texas	252-254 Cove Ter.	Copperas Cove TX 76522
DEVON HOME CENTER STORES OF Texas	6924 Green Oaks Rd.	Fort Worth TX 76116
DEVON HOME CENTER STORES OF Texas	830 FM 440	Killeen TX 76541
DEVON HOME CENTER STORES OF Texas	7511 Hwy. 90 West	San Antonio TX 78227
DEVON HOME CENTER STORES OF Texas	1013/15/17 Rittiman Rd.	San Antonio TX 78218
DEVON HOME CENTER STORES OF Texas	1616A Fearnle Dr.	Wichita Falls TX 76306
DEVON HOME CENTER STORES OF Texas	1820 South Clack	Abilene TX 79605
DEVON HOME CENTER STORES OF Texas	5401-D Gateway S.	El Paso TX 79904
DEVON HOME CENTER STORES OF Texas	4028 Dyer St.	El Paso TX 79930
DEVON HOME CENTER STORES OF Texas	205 Billy Mitchell Rd.	San Antonio TX 78226
DEVON HOME CENTER STORES OF Nebraska	906 Fort Crook Rd South	Bellevue NE 68005
DEVON HOME CENTER STORES OF Oklahoma	133 N. Atkinson Plaza	Midwest City OK 73110
DEVON HOME CENTER STORES OF Louisiana	4100 Barisdale Blvd.	Bossier City LA 71112
DEVON HOME CENTER STORES OF Louisiana	482 Pithin Rd.	Leesville LA 71446
DEVON HOME CENTER STORES OF Arizona	7027 N. Leitchfield Rd.	Glendale AZ 85307
DEVON HOME CENTER STORES OF New Mexico	1413 W. 7th St.	Clovis NH 88101
DEVON HOME CENTER STORES OF Arizona	5510 East 22nd St.	Tucson AZ 85711
DEVON HOME CENTER STORES OF Arizona	325 West Fry Blvd.	Sierra Vista AZ 85635
DEVON HOME CENTER STORES OF New Mexico	811 1st St.	Alamogordo NM 88310
DEVON HOME CENTER STORES OF New Mexico	615 Wyoming Blvd. S.E.	Albuquerque NM 87123
DEVON HOME CENTER STORES OF Colorado	677 Feoria St. / Suite C	Aurora CO 80010
DEVON HOME CENTER STORES OF Colorado	2059 B Street	Colorado Spgs CO 80906
DEVON HOME CENTER STORES OF Wyoming	1217/19 E. Farnshing Blvd.	Cheyenne WY 82001
DEVON HOME CENTER STORES OF Oklahoma	2712 N. Sheridan Rd	Lawton OK 73505
DEVON HOME CENTER STORES OF Oklahoma	320 Falcon Rd.	Altus OK 73521
DEVON HOME CENTER STORES OF Arkansas	124 Gregory Pl.	Jacksonville AR 72076
DEVON HOME CENTER STORES OF Arkansas	311 S. Airbase Hwy	Blythville AR 72315
DEVON HOME CENTER STORES OF Tennessee	7842 Church St.	Hillington TN 38053
DEVON HOME CENTER STORES OF South Dakota	Villa Ranchero Shpg Ctr	Ellsworth SD 57706
DEVON HOME CENTER STORES OF Montana	4239 2nd Ave. North	Great Falls MT 59401
DEVON HOME CENTER STORES OF Maryland	2649 Old Annapolis Rd	Hanover MD 21076
DEVON HOME CENTER STORES OF Maryland	10 Aberdeen Shpg Plaza	Aberdeen MD 21001
DEVON HOME CENTER STORES OF Arkansas	360 Boniface Flwy	Anchorage AK 99504
DEVON HOME CENTER STORES OF Alaska	3580 Airport Way	Fairbanks AK 99701
DEVON HOME CENTER STORES OF Alaska	3340 Badger Road	North Pole AK 99705
DEVON HOME CENTER STORES OF Washington	3163 N. Goldie Rd	Dal Harbor WA 98277
DEVON HOME CENTER STORES OF Washington	102 Washington Ave.	Bremerton WA 98310
DEVON HOME CENTER STORES OF Washington	11605-D Bridgeport Way S.W.	Tacoma WA 98499
DEVON HOME CENTER STORES OF Washington	14902 Union Ave. S.W.	Tillamook WA 98198
DEVON HOME CENTER STORES OF Washington	9960 Silverdale Way N.W.	Silverdale WA 98383
DEVON HOME CENTER STORES OF Washington	Hwy. 2 West at Craig Rd.	Airway Hgts WA 99001
DEVON HOME CENTER STORES OF Utah	Clearfield Plaza, Unit 5	Clearfield UT 84015

## Warehouse Locations

325 West Fry Blvd	Sierra Vista, AZ 85635
4028 Dyer Street	El Paso, TX 79930
2565 Weston Road	Colorado Spgs, CO 80916
648 Parker Road	Fairfield, CA 94533
520 East Industrial Road	San Bernardino, CA 92408
11605 Bridgeport Way SW	Lakewood, WA 98499
205 Billy Mitchell Road	San Antonio, TX 78226
2708 1/2 North Sheridan Road	Lawton, OK 73505
1076A West Mercury Blvd.	Hampton, VA 23666
3209 Deans Bridge Road	Augusta, GA 30906
3960-23 Navy Blvd.	Pensacola, FL 32507
595 SW 13th Terrace	Pompano Beach, FL 33069

275236

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This <b>FINANCING STATEMENT</b> is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1 Debtor(s) (Last Name First) and address(es) DEVON HOME CENTER STORES OF MARYLAND, INC. 595 S.W. 13th Terrace Pompano Beach, Florida 33069	2 Secured Party(ies) and address(es) DEVON CAPITAL CORP. 595 S.W. 13th Terrace Pompano Beach, Florida 33069	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 25.00 POSTAGE .50 #237670 0040 R04 T09:34 11/15/88
4 This financing statement covers the following types (or items) of property: All of Debtor's present and future accounts, contract rights, general intangibles, chattel paper, instruments, documents, inventory, equipment and fixtures, and other property, including without limitation, those items or types of property described on the Rider annexed hereto and the proceeds and products of all of the foregoing.  Principal indebtedness for Maryland recording tax purposes is \$800,000. Tax paid to the Maryland Dept. of Assessment and Taxation in the amount of \$990.00  25.50		5. Assignee(s) of Secured Party and Address(es) Congress Financial Corporation (Florida) 777 Brickell Avenue Miami, Florida 33131  OTT
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Filed with Anne Arundel County, Maryland
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented: 5		
DEVON HOME CENTER STORES OF MARYLAND, INC.		DEVON CAPITAL CORP.
By: <u>Thomas H. Strickel</u> Signature(s) of Debtor(s)	<u>EVP</u> Title	By: <u>Thomas H. Strickel</u> Signature(s) of Secured Party(ies)
(1) Filing Officer Copy-Alphabetical		<u>EVP</u> Title
STANDARD FORM - FORM UCC-1. (For Use in Most States)		



RIDER TO  
UCC-1 FINANCING STATEMENT  
between

DEBTOR: DEVON HOME CENTER STORES OF MARYLAND, INC.  
and

SECURED PARTY: DEVON CAPITAL CORP.

ASSIGNEE OF SECURED PARTY: CONGRESS FINANCIAL CORPORATION (FLORIDA)

This financing statement covers the following types (or items) of property:

(a) (i) all present and future Accounts, Contract Rights, General Intangibles, Chattel Paper, Documents and Instruments, including, without limitation, all obligations for the payment of money arising out of the sale, lease or other disposition of goods or other property or rendition of services, (including, but not limited to, all obligations and rights thereto relating to amounts owed to Debtor by any credit card or other company or arising from the retail sale of consumer goods on an installment or deferred basis and the note, security agreement or other document evidencing the obligations and indebtedness with respect thereto); (ii) all monies, securities and other property and the proceeds thereof, now or hereafter held or received by, or in transit to, Secured Party, Citizens Fidelity Bank and Trust Company ("Citizens Fidelity"), Chemical Bank ("Chemical"), The Bank of New York ("BNY"), any other bank or financial institution or any participant from or for Debtor or any guarantor, whether for safekeeping, pledge, custody, transmission, collection or otherwise, and all of Debtor's deposits (general or special), balances, sums and credits with Secured Party, Citizens Fidelity, Chemical, BNY, any other bank or financial institution or any participant at any time existing (including, but not limited to, any interest in any deposit accounts, any cash collateral or other accounts established at Citizens Fidelity, Chemical, BNY or any other bank or financial institution for the account or benefit of Debtor or any guarantor); (iii) all right, title and interest, and all enforcement and other rights, remedies, and security and liens, in, to and in respect of Accounts and other collateral, including, without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, guaranties or other contracts of suretyship with respect to the Accounts, deposits or other security for the obligation of any Account Debtor, including, but not limited to, any purchase money or other security interests in consumer or other goods relating to the Accounts granted or assigned to Debtor, credit and other insurance; (iv) all right, title and interest in, to and in respect of all goods relating to, or which by sale have resulted in Accounts, including, without limitation, all goods described in invoices, documents, contracts or instruments, including, but not

limited to, any installment sales contract, with respect to, or otherwise representing or evidencing, any Account or other collateral, including, without limitation, all returned, reclaimed or repossessed goods or goods subject to security interests in favor of Debtor; (v) all deposit accounts; and (vi) all other General Intangibles of every kind and description, including, without limitation, (A) indemnification rights and remedies and claims for damages or other relief in respect of a certain purchase agreement entered into between Devon Acquisition Corp. and Revlon, Inc., (B) the interests of Debtor in any surety, insurance or bonds, letters of credit or other guaranties, (C) trade names and trademarks, and the goodwill of the business symbolized thereby, (D) patents, (E) copyrights, (F) licenses, (G) claims and other choses in action, and (H) Federal, State and local tax refund claims of all kinds;

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(c) all now owned and hereafter acquired Equipment and Fixtures, wherever located, including, without limitation, any and all machinery used in connection with the manufacture, sale, exchange or lease of goods or rendition of services, machinery, tooling, tools, telephone equipment, computers, computer hardware and related computer equipment and accessories (including, without limitation, software and records), vehicles, dies, jigs, furniture, store fixtures and fixtures, all attachments, components, parts, accessions and property now or hereafter affixed thereto, installed thereon or used in connection therewith, and all additions to and substitutions and replacements thereof and all existing and future leasehold interests in equipment and fixtures, wherever located, whether now owned or hereafter acquired;

(d) all now owned and hereafter acquired real property and interests therein of Debtor, including leasehold interests, together with all buildings, structures and other improvements located thereon and all licenses, easements and appurtenances relating thereto, wherever located;

(e) all present and future books and records relating to any of the above including, without limitation, all tapes (including any electronic medium or hard copy furnished to Secured Party, Citizens Fidelity, Chemical, BNY, any other bank or financial institution, Debtor, or any guarantor by the United States military), disks, diskettes, and other data and software storage devices, file cabinets or containers in or on which the foregoing are stored, cards, computer programs, runs and computer data in the possession or control of the Debtor, any computer service bureau or other third party; and

(f) all Products and Proceeds of the foregoing, in any form, including, without limitation, any insurance proceeds and any claims against third parties for loss or damage to or destruction of any or all of the foregoing.

All capitalized terms used above shall have the meanings set forth in the Uniform Commercial Code, unless otherwise defined herein.

All references to the term Secured Party used above shall mean the secured party and its assignee.

DWM3/A25/mfb



Some of the Collateral may from time to time be located at the following locations:

	ADDRESS	CITY	STATE/ZIP
DEVON HOME CENTER STORES OF Virginia	8733-A Cooper Rd.	Alexandria	VA 22309
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DEVON HOME CENTER STORES OF Florida	7628-6 103rd St.	Jacksonville	FL 32210
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DEVON HOME CENTER STORES OF Georgia	3296 Victory Dr.	Columbus	GA 31903
DEVON HOME CENTER STORES OF Georgia	115 Richard Russell Pky	Warner Robins	GA 31093
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DEVON HOME CENTER STORES OF Florida	220 N. Eglin Pkwy	Ft. Walton Bch	FL 32548
DEVON HOME CENTER STORES OF Alabama	4616 McClellan Blvd.	Anniston	AL 36201
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DEVON HOME CENTER STORES OF North Dakota	809 North Broadway	Minot	ND 58701
DEVON HOME CENTER STORES OF North Dakota	Hwy 2	Emorado	ND 58228
DEVON HOME CENTER STORES OF Hawaii	203 S. Kamehameha Hwy	Wahiawa	HI 96786
DEVON HOME CENTER STORES OF Hawaii	Moanalua Shopping Ctr B1	Honolulu	HI 96818
DEVON HOME CENTER STORES OF Hawaii	91-919 Fort Weaver Road	Ewa Beach	HI 96706
DEVON HOME CENTER STORES OF Ohio	2526 Airway Rd.	Dayton	OH 45431
DEVON HOME CENTER STORES OF Illinois	427 S. Century Blvd	Rantoul	IL 61886
DEVON HOME CENTER STORES OF Illinois	2710 22nd St.	N. Chicago	IL 60064
DEVON HOME CENTER STORES OF Kentucky	660 Inxw Blvd.	Radcliff	KY 40160
DEVON HOME CENTER STORES OF Tennessee	2807 Ft. Campbell Blvd.	Clarksville	TN 37042
DEVON HOME CENTER STORES OF Kansas	1206 Grant Ave.	Junction City	KS 66441
DEVON HOME CENTER STORES OF Missouri	Hidden Valley Plaza	St. Roberts	MO 65583

	ADDRESS	CITY	STATE/ZIP
DEVON HOME CENTER STORES OF California	14544 Seventh St.	Victorville	CA 92392
DEVON HOME CENTER STORES OF California	806 Fala Ave.	Imperial Bch	CA 92032
DEVON HOME CENTER STORES OF California	3762 Mission Ave.	Oceanside	CA 92054
DEVON HOME CENTER STORES OF California	517 Mission Ave.	Oceanside	CA 92054
DEVON HOME CENTER STORES OF California	24545 Alessandro Blvd.	Sunnyvale	CA 92388
DEVON HOME CENTER STORES OF California	24988 East 3rd St.	San Bernardino	CA 92410
DEVON HOME CENTER STORES OF California	3297 Las Vegas Blvd. N.	N. Las Vegas	NV 89030
DEVON HOME CENTER STORES OF Nevada	252-254 Cove Ter.	Cooperas Cove	TX 76522
DEVON HOME CENTER STORES OF Texas	4924 Green Oaks Rd.	Fort Worth	TX 76116
DEVON HOME CENTER STORES OF Texas	830 FM 440	Killeen	TX 76541
DEVON HOME CENTER STORES OF Texas	7511 Hwy. 90 West	San Antonio	TX 78227
DEVON HOME CENTER STORES OF Texas	1013/15/17 Kittleman Rd.	San Antonio	TX 78218
DEVON HOME CENTER STORES OF Texas	1616A Fearlie Dr.	Wichita Falls	TX 76306
DEVON HOME CENTER STORES OF Texas	1820 South Clack	Abilene	TX 79605
DEVON HOME CENTER STORES OF Texas	5401-D Gateway S.	El Paso	TX 79904
DEVON HOME CENTER STORES OF Texas	4028 Dyer St.	El Paso	TX 79930
DEVON HOME CENTER STORES OF Texas	205 Billy Mitchell Rd.	San Antonio	TX 78226
DEVON HOME CENTER STORES OF Nebraska	904 Fort Crook Rd South	Bellevue	NE 68005
DEVON HOME CENTER STORES OF Oklahoma	133 W. Atkinson Plaza	Midwest City	OK 73110
DEVON HOME CENTER STORES OF Louisiana	4100 Earlsdale Blvd.	Rossier City	LA 71112
DEVON HOME CENTER STORES OF Louisiana	482 Pittin Rd.	Leesville	LA 71446
DEVON HOME CENTER STORES OF Arizona	7027 N. Leitchfield Rd.	Glendale	AZ 85307
DEVON HOME CENTER STORES OF New Mexico	1413 W. 7th St.	Clovis	NM 88101
DEVON HOME CENTER STORES OF Arizona	5510 East 22nd St.	Tucson	AZ 85711
DEVON HOME CENTER STORES OF Arizona	325 West Fry Blvd.	Sierra Vista	AZ 85635
DEVON HOME CENTER STORES OF New Mexico	811 1st St.	Alamogordo	NM 88310
DEVON HOME CENTER STORES OF New Mexico	615 Myoming Blvd. S.E.	Albuquerque	NM 87123
DEVON HOME CENTER STORES OF Colorado	677 Florida St. / Suite C	Aurora	CO 80010
DEVON HOME CENTER STORES OF Colorado	2059 B Street	Colorado Spgs	CO 80906
DEVON HOME CENTER STORES OF Wyoming	1217/19 E. Farthing Blvd.	Cheyenne	WY 82001
DEVON HOME CENTER STORES OF Oklahoma	2712 N. Sheridan Rd	Lawton	OK 73505
DEVON HOME CENTER STORES OF Oklahoma	320 Falcon Rd.	Altus	OK 73521
DEVON HOME CENTER STORES OF Arkansas	124 Gregory Pl.	Jacksonville	AR 72076
DEVON HOME CENTER STORES OF Arkansas	311 S. Airbase Hwy	Blytheville	AR 72315
DEVON HOME CENTER STORES OF Tennessee	7842 Church St.	Hillington	TN 38053
DEVON HOME CENTER STORES OF South Dakota	Villa Ranchero Shpg Ctr	Ellsworth	SD 57706
DEVON HOME CENTER STORES OF Montana	4239 2nd Ave. North	Great Falls	MT 59401
DEVON HOME CENTER STORES OF Maryland	2649 Old Annapolis Rd	Hanover	MD 21076
DEVON HOME CENTER STORES OF Maryland	10 Aberdeen Shpg Plaza	Aberdeen	MD 21001
DEVON HOME CENTER STORES OF Arkansas	360 Boniface Flwy	Aberdeen	NE 68504
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DEVON HOME CENTER STORES OF Alaska	3340 Badger Road	Fairbanks	AK 99705
DEVON HOME CENTER STORES OF Washington	3163 N. Goldie Rd	North Pole	WA 98277
DEVON HOME CENTER STORES OF Washington	102 Washington Ave.	Oak Harbor	WA 98310
DEVON HOME CENTER STORES OF Washington	11605-D Bridgeport Way S.W.	Bremerton	WA 98499
DEVON HOME CENTER STORES OF Washington	14902 Union Ave. S.W.	Tacoma	WA 98498
DEVON HOME CENTER STORES OF Washington	9960 Silverdale Way N.W.	Tillamook	WA 98383
DEVON HOME CENTER STORES OF Washington	Hwy. 2 West at Craig Rd.	Silverdale	WA 99001
DEVON HOME CENTER STORES OF Utah	Clearfield Plaza, Unit 5	Alway Hqts	UT 84015
		Clearfield	

## Warehouse Locations

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4028 Dyer Street	El Paso, TX 79930
2565 Weston Road	Colorado Spgs, CO 80916
648 Parker Road	Fairfield, CA 94533
520 East Industrial Road	San Bernardino, CA 92408
11605 Bridgeport Way SW	Lakewood, WA 98499
205 Billy Mitchell Road	San Antonio, TX 78226
2708 1/2 North Sheridan Road	Lawton, OK 73505
1076A West Mercury Blvd.	Hampton, VA 23666
3209 Deans Bridge Road	Augusta, GA 30906
3960-23 Navy Blvd.	Pensacola, FL 32507
595 SW 13th Terrace	Pompano Beach, FL 33069



## STATE OF MARYLAND

## FINANCING STATEMENT FORM UCC-1

534 261  
Identifying File No. 275237

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name DEVON HOME CENTER STORES OF MARYLAND, INC.

Address 595 SOUTHWEST 13TH TERRACE, POMPANO BEACH, FL 33069

## 2. SECURED PARTY

Name REVLOX GROUP INCORPORATED, REVLOX, INC.

Address 767 FIFTH AVENUE, NEW YORK, NY 10153-0033

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

SEE ATTACHED RIDER

25.50  
Recordation Tax has been paid at the Secretary of State Maryland.  
in the amount of \$990.00

(FILED WITH: ANNE ARUNDEL CO.)

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)RECORD FEE 25.00  
POSTAGE .50  
#237880 C040 RM4 109134  
11/15/88☐ (Proceeds of collateral are also covered)☒ (Products of collateral are also covered)Thomas A. Stichel EVI  
(Signature of Debtor)

DEVON HOME CENTER STORES OF MARYLAND, INC.

Type or Print Above Name on Above Line

Thomas A. Stichel EVI  
(Signature of Debtor)

Type or Print Above Signature on Above Line

By: Howard F. Gorton U.P.  
(Signature of Secured Party)

REVLOX GROUP INCORPORATED, REVLOX, INC. BY:

Type or Print Above Signature on Above Line

**RIDER TO  
UCC-1 FINANCING STATEMENT  
between  
DEBTOR: DEVON HOME CENTER STORES OF MARYLAND, INC.**

**SECURED PARTIES: REVLON GROUP INCORPORATED AND REVLON, INC.**

This financing statement covers the following types (or items) of property:

(a) (i) all present and future Accounts, Contract Rights, General Intangibles, Chattel Paper, Documents and Instruments, including, without limitation, all obligations for the payment of money arising out of the sale, lease or other disposition of goods or other property or rendition of services, (including, but not limited to, all obligations and rights thereto relating to amounts owed to Debtor by any credit card or other company or arising from the retail sale of consumer goods on an installment or deferred basis and the note, security agreement or other document evidencing the obligations and indebtedness with respect thereto); (ii) all monies, securities (including, but not limited to, all of the issued and outstanding shares of capital stock of Debtor's subsidiaries) and other property and the proceeds thereof, now or hereafter held or received by, or in transit to, Secured Party, Citizens Fidelity Bank and Trust Company ("Citizens Fidelity"), Chemical Bank ("Chemical"), The Bank of New York ("BNY"), any other bank or financial institution or any participant from or for Debtor or any guarantor, whether for safekeeping, pledge, custody, transmission, collection or otherwise, and all of Debtor's deposits (general or special), balances, sums and credits with Secured Party, Citizens Fidelity, Chemical, BNY, any other bank or financial institution or any participant at any time existing (including, but not limited to, any interest in any deposit accounts, any cash collateral or other accounts established at Citizens Fidelity, Chemical, BNY or any other bank or financial institution for the account or benefit of Debtor or any guarantor); (iii) all right, title and interest, and all enforcement and other rights, remedies, and security and liens, in, to and in respect of Accounts and other collateral, including, without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, guaranties or other contracts of suretyship with respect to the Accounts, deposits or other security for the obligation of any Account Debtor, including, but not limited to, any purchase money or other security interests in consumer or other goods relating to the Accounts granted or assigned to Debtor, credit and other insurance; (iv) all right, title and interest in, to and in respect of all goods relating to, or which by sale have resulted

in Accounts, including, without limitation, all goods described in invoices, documents, contracts or instruments, including, but not limited to, any installment sales contract, with respect to, or otherwise representing or evidencing, any Account or other collateral, including, without limitation, all returned, reclaimed or repossessed goods or goods subject to security interests in favor of Debtor; (v) all deposit accounts; and (vi) all other General Intangibles of every kind and description, including, without limitation, (A) indemnification rights and remedies and claims for damages or other relief in respect of a certain purchase agreement entered into between Debtor and Devon Stores, Inc. (B) the interests of Debtor in any surety, insurance or bonds, letters of credit or other guaranties, (C) trade names and trademarks, and the goodwill of the business symbolized thereby, (D) patents, (E) copyrights, (F) licenses, (G) claims and other choses in action, and (H) Federal, State and local tax refund claims of all kinds;

(b) all now owned and hereafter acquired Inventory, wherever located, including, without limitation, all raw materials, work-in-process, finished and semi-finished goods and all other inventory of any kind, nature or description, including, without limitation, consumer goods, and any other personal property held for sale, exchange or lease or furnished or to be furnished under a contract of service or an exchange arrangement or used or consumed in the business or in connection with the manufacturing, packing, shipping, advertising, selling or finishing of such goods, inventory, merchandise and other personal property, and all names or marks affixed to or to be affixed thereto for purposes of selling same by the seller, manufacturer, lessor or licensor thereof and all right, title and interest therein and thereto, wherever located, whether now owned or hereafter acquired;

(c) all now owned and hereafter acquired Equipment and Fixtures, wherever located, including, without limitation, any and all machinery used in connection with the manufacture, sale, exchange or lease of goods or rendition of services, machinery, tooling, tools, telephone equipment, computers, computer hardware and related computer equipment and accessories (including, without limitation, software and records), vehicles, dies, jigs, furniture, store fixtures and fixtures, all attachments, components, parts, accessions and property now or hereafter affixed thereto, installed thereon or used in connection therewith, and all additions to and substitutions and replacements thereof and all existing and future leasehold interests in equipment and fixtures, wherever located, whether now owned or hereafter acquired;

(d) all now owned and hereafter acquired real property and interests therein of Debtor, including leasehold interests, together with all buildings, structures and other improvements located thereon and all licenses, easements and appurtenances relating thereto, wherever located;

(e) all present and future books and records relating to any of the above including, without limitation, all tapes (including any electronic medium or hard copy furnished to Secured Party, Citizens Fidelity, Chemical, BNY, any other bank or financial institution, Debtor or any guarantor by the United States military), disks, diskettes, and other data and software storage devices, file cabinets or containers in or on which the foregoing are stored, cards, computer programs, runs and computer data in the possession or control of the Debtor, any computer service bureau or other third party; and

(f) all Products and Proceeds of the foregoing, in any form, including, without limitation, any insurance proceeds and any claims against third parties for loss or damage to or destruction of any or all of the foregoing.

All capitalized terms used above shall have the meanings set forth in the Uniform Commercial Code, unless otherwise defined herein.



Some of the Collateral may from time to time be located at the following locations:

	ADDRESS	CITY	STATE/ZIP
DEVON HOME CENTER STORES OF	Virginia	8733-A Cooper Rd.	Alexandria VA 22309
DEVON HOME CENTER STORES OF	Virginia	1076-A W. Mercury Blvd.	Hampton VA 23666
DEVON HOME CENTER STORES OF	Virginia	4021 E. Little Creek Rd.	Norfolk VA 23518
DEVON HOME CENTER STORES OF	Virginia	183 W. Ocean View Ave.	Norfolk VA 23503
DEVON HOME CENTER STORES OF	Virginia	8646 Hampton Blvd.	Norfolk VA 23505
DEVON HOME CENTER STORES OF	Virginia	15111 Warwick Blvd.	Newport News VA 23602
DEVON HOME CENTER STORES OF	Virginia	614 First Colonial Rd.	Virginia Bch VA 23451
DEVON HOME CENTER STORES OF	New Jersey	Sylesville Rd.	Wrightstown NJ 08562
DEVON HOME CENTER STORES OF	Massachusetts	285 Ayr Rd.	Harvard MA 01451
DEVON HOME CENTER STORES OF	Rhode Island	553 W. Main Rd	Middletown RI 02840
DEVON HOME CENTER STORES OF	Delaware	605 South Bay Rd.	Dover DE 19901
DEVON HOME CENTER STORES OF	Connecticut	972 Fagunhook Rd.	Groton CT 06340
DEVON HOME CENTER STORES OF	South Carolina	6740 Garnera Ferry Rd	Columbia SC 29209
DEVON HOME CENTER STORES OF	North Carolina	797 Hwy. 210 North	Springlake NC 28390
DEVON HOME CENTER STORES OF	North Carolina	4439 Bragg Blvd.	Fayetteville NC 28303
DEVON HOME CENTER STORES OF	South Carolina	5300 Rivers Ave.	N. Charleston SC 29418
DEVON HOME CENTER STORES OF	North Carolina	236 Brynn Marr Rd & Western Blv	Jacksonville NC 28540
DEVON HOME CENTER STORES OF	North Carolina	219 East Main St.	Havelock NC 28532
DEVON HOME CENTER STORES OF	South Carolina	4494-D Broad St. Ext.	Spartanburg SC 29154
DEVON HOME CENTER STORES OF	Mississippi	326 Iberville Dr.	Biloxi MS 39530
DEVON HOME CENTER STORES OF	Florida	27425 S. Dixie Hwy	Naranja FL 33032
DEVON HOME CENTER STORES OF	Florida	2775-1 Mayport Rd.	Jacksonville FL 32233
DEVON HOME CENTER STORES OF	Florida	7628-6 103rd St.	Jacksonville FL 32210
DEVON HOME CENTER STORES OF	Georgia	3190 General Screvens Way	Milledgeville GA 31313
DEVON HOME CENTER STORES OF	Georgia	3296 Victory Dr.	Columbus GA 31903
DEVON HOME CENTER STORES OF	Georgia	115 Richard Russell Pky	Warner Robins GA 31093
DEVON HOME CENTER STORES OF	Georgia	3209 Deans Bridge Rd	Augusta GA 30906
DEVON HOME CENTER STORES OF	Florida	501 N. Navy Blvd	Pensacola FL 32507
DEVON HOME CENTER STORES OF	Florida	220 N. Eglin Pkwy	Ft. Walton Bch FL 32548
DEVON HOME CENTER STORES OF	Alabama	4616 McClellan Blvd.	Anniston AL 36201
DEVON HOME CENTER STORES OF	Alabama	204 Hwy. 134 East	Daleville AL 36322
DEVON HOME CENTER STORES OF	California	3150 Main St., Suite E	San Diego CA 92113
DEVON HOME CENTER STORES OF	California	230 E. Main St.	Barstow CA 92311
DEVON HOME CENTER STORES OF	California	1230 N. LeMoore Ave.	Leandro CA 92545
DEVON HOME CENTER STORES OF	California	6255 Adobe Rd.	Twenty-Nine Palms CA 92277
DEVON HOME CENTER STORES OF	California	2661 North Ventura Rd.	Fort Hueneme CA 93041
DEVON HOME CENTER STORES OF	California	21212 Hale Hwy.	El Toro CA 92630
DEVON HOME CENTER STORES OF	Arizona	280 W. 32nd Street	Yuma AZ 85364
DEVON HOME CENTER STORES OF	California	2601 Shaffer Rd.	Atwater CA 95301
DEVON HOME CENTER STORES OF	California	3334 Mathier Field Rd.	Rancho Cordova CA 95670
DEVON HOME CENTER STORES OF	California	648 Farler Rd.	Fairfield CA 94533
DEVON HOME CENTER STORES OF	California	33 Tennessee St.	Vallejo CA 94590
DEVON HOME CENTER STORES OF	California	330 Reservation Rd	Marina CA 93933
DEVON HOME CENTER STORES OF	California	1766 Freemont Blvd.	Seaside CA 93955
DEVON HOME CENTER STORES OF	California	400 Moffett Blvd.	Mountain View CA 94040
DEVON HOME CENTER STORES OF	California	2790 Lytton St.	San Diego CA 92110
DEVON HOME CENTER STORES OF	California	1701 Webster St.	Alameda CA 94501
DEVON HOME CENTER STORES OF	California	9484 Black Mtn. Rd	San Diego CA 92126
DEVON HOME CENTER STORES OF	California	301 Atlantic Ave.	Long Beach CA 90802
DEVON HOME CENTER STORES OF	North Dakota	809 North Broadway	Minot ND 58701
DEVON HOME CENTER STORES OF	North Dakota	Hwy 2	Emery ND 58228
DEVON HOME CENTER STORES OF	Hawaii	203 S. Kamehameha Hwy	Wahiawa HI 96786
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DEVON HOME CENTER STORES OF Texas	830 FM 440	Irleen	TX 76541
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DEVON HOME CENTER STORES OF Texas	1616A Fennile Dr.	Wichita Falls	TX 76306
DEVON HOME CENTER STORES OF Texas	1820 South Clack	Abilene	TX 79605
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DEVON HOME CENTER STORES OF Washington	14902 Union Ave. S.W.	Tillikum	WA 98198
DEVON HOME CENTER STORES OF Washington	9960 Silverdale Way N.W.	Silverdale	WA 98383
DEVON HOME CENTER STORES OF Washington	Hwy. 2 West at Craig Rd.	Airway Hgts	WA 99001
DEVON HOME CENTER STORES OF Utah	Clearfield Plaza, Unit 5	Clearfield	UT 84015

## Warehouse Locations

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520 East Industrial Road	San Bernardino, CA 92408
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205 Billy Mitchell Road	San Antonio, TX 78226
2708 1/2 North Sheridan Road	Lawton, OK 73505
1076A West Mercury Blvd.	Hampton, VA 23666
3209 Deans Bridge Road	Augusta, GA 30906
3960-23 Navy Blvd.	Pensacola, FL 32507
595 SW 13th Terrace	Pompano Beach, FL 33069

534 267

275233

Debtor or Assignor Form

Anne Arundel Co. MARYLAND FINANCING STATEMENT

☐ Not subject to Recordation Tax☒ Subject to Recordation Tax. Principal Amount is \$ 79820.00 (571.50)☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

## DEBTOR

Patron Communications of Maryland, Inc.

(Name)  
1811 George Avenue(Address)  
Annapolis, Maryland 21401

## SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Attn: Darlene Niccoli, Operations Officer

(Name of Loan Officer)  
25 S Charles Street Banc 101-560(Address)  
Baltimore, Maryland 21201

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

2 Ditch Witch Model 350 SX Plows

Serial# 4E0576 and 4E0584

4010 3 Componets

Tractor 6E0782

B.H. 1D0732

Combo 2E0777

RECORD FEE 11.00

RECORD TAX 560.00

POSTAGE .50

H237920 C040 R04 T10449

11/15/08

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof), to be extracted from, the following real estate:

Record Owner, if different from the Debtor

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

## DEBTOR (OR ASSIGNOR)

Patron Communications of Maryland, Inc. (Seal)

(Signature)

Patrick Fox Sr., PRESIDENT  
(Print or Type Name)

## DEBTOR (OR ASSIGNOR)

Patron Communications of Maryland, Inc. (Seal)

(Signature)

John J. Lehner, SEC. / TREAS.  
(Print or Type Name)11.00  
560.00  
571.50

BS-0850A-8406

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)  
KNIPE, W.S.  
5251 Strathmore Ave.  
Kensington, MD. 20895

2. Secured Party(ies) and address(es)  
SOCIETY FOR SAVINGS  
1290 SILAS DEANE HWY  
WETHERSFIELD, CT 06109

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 11.00

POSTAGE .50

#237930 0040 R04 T10:51

11/15/86

TW

4. This statement refers to original Financing Statement bearing File No. 262593  
Filed with ANNE ARUNTELL Date Filed 6-3-86 1986

5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.  
6. ☒ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.  
7. ☐ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.  
8. ☐ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.  
9. ☐ Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 11-1-87  
10.

11.50

No. of additional Sheets presented:

SOCIETY FOR SAVINGS

By:

Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By:

Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

Transaction is a Conditional Sales Contract. Debtor will own property upon payment of all installments.

MARYLAND FINANCING STATEMENT

BOOK 534 PAGE 269 UCC-1

- ☒ Not Subject to Recordation Tax 275239  
☐ Recordation Tax of \$ \_\_\_\_\_ on  
Principal Amount of \$ \_\_\_\_\_ is enclosed/  
has been paid (strike inapplicable phrase).

For Filing Officer
File No.: _____
Record Reference: _____
Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Lincoln Rubber Stamp Co., Inc.  
(Name or Names)  
4700 Belle Grove Road, Building 6, Baltimore, MD 21225  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2. SECURED PARTY: Atlantic Industrial Credit Corporation  
(Name or Names)  
8767 Satyr Hill Road, Baltimore, MD 21234  
(Address)

3. ASSIGNEE (if any)  
of SECURED PARTY: Harbor Federal Savings & Loan Assn.  
(Name or Names)  
3200 Eastern Avenue, Baltimore, MD 21224  
(Address)

4. This Financing Statement covers the following types (or items) of property:

One - MacIntosh II Computer, S/N F81548H  
One - Apple Laser Writer, S/N CA834E6F%  
One - Apple Monochrome Monitor w/Stand, S/N 5003882  
Software: Pagemaker & Freehand

RECORD FEE 11.00  
POSTAGE .50  
#238040 C040 R04 T11:00  
11/15/00

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes ☒ No ☐  
Products of Collateral are also covered: Yes ☐ No ☒

DEBTOR(S):  
Lincoln Rubber Stamp Co., Inc.  
By: [Signature] VP  
(Title)  
Elwood H. Abbott, V.P.  
(Type or print name of person signing)

SECURED PARTY:  
Atlantic Industrial Credit Corp.  
By: [Signature]  
Robert E. Polack, President  
(Type or print name of person signing)

By: \_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Type or print name of person signing)

Return To: SECURED PARTY



275313

BOOK 534 PAGE 270

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First) and Address(es) MCCALL PAMELA Z.  WAYSONS MHF LOTHIAN MD 20711	2 Secured Party(ies) Name(s) and Address(es)  VIRGINIA MOBILE HOMES, INC. 9720 LEE HWY. FAIRFAX, VIRGINIA 22031	4 For Filing Officer Date Time No Filing Office RECORD FEE 11.00 #238060 0040 R04 T11:02 11/15/88 E	
5 This Financing Statement covers the following types (or items) of property: 1989 HOLLY PARK SERIAL # 01CPM21550 COLONY PARK 14 X 70 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT		6 Assignee(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBIDGE, VA 22194	
8 Describe Real Estate Here:  11.00		<input type="checkbox"/> This statement is to be indexed in the Real Estate Records	9 Name of a Record Owner  <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8)
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).	
By MCCALL PAMELA Z. <i>Pamela Z. McCall</i>		By <i>RG</i> <i>V. Pres.</i> VIRGINIA MOBILE HOMES, INC.	
Signature(s) of Debtor(s)		Signature(s) of Secured Party(ies) (Required only if Item 10 is checked)	
(1) Filing Officer Copy—Numerical			
STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania			

MARYLAND FINANCING STATEMENT

275399

BOOK 534 PAGE 271

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE DLD Associates Limited Partnership T/A Truckers Inn  
7401 Assateague Drive (Name or Names) Jessup, Maryland 20794  
 (Address) CFSL 3032

LESSEE \_\_\_\_\_  
 (Name or Names) \_\_\_\_\_  
 (Address) \_\_\_\_\_

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Chesapeake Federal Savings and Loan Association  
2001 E. Joppa Road (Name or Names) Baltimore, Maryland 21234  
 (Address) \_\_\_\_\_

4. This financing Statement covers the following types (or items) of property:

One- Duke ADI-61 Cold Pan  
 One- Duke ADI-6D Hot Food Table  
 TWO One- Duke 1540-FL Sneeze Guard w/Light *RCM*  
 Three- Caddy CM-30 Lowraters

RECORD FEE .12  
 RECORD FEE 11.00  
 POSTAGE .50  
 RECORDING CHARGE 11/15/00

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
 Products of Collateral are also covered Yes ( ) No (xx)

LESSEE DLD Associates Limited Partnership T/A Truckers Inn LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
 By: Lawrence R. Rachuba (Title) General Partner By: Brian G. Connelly (Title) Manager  
 (Type or print name of person signing) (Type or print name of person signing)  
 By: Lawrence R. Rachuba, General Partner Return to: \_\_\_\_\_  
 (Title) \_\_\_\_\_  
 (Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
 8767 SATYR HILL ROAD  
 BALTIMORE, MD 21234

MARYLAND FINANCING STATEMENT

275301  
BOOK 534 PAGE 272

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Burton W. Phelps, Inc.

(Name or Names)

1213 Lorene Drive Pasadena, Maryland 21122

(Address)

NFSL 3037

LESSEE

(Name or Names)

(Address)

2. LESSOR

CHESAPEAKE INDUSTRIAL LEASING CO., INC.

8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Northfield Federal Savings

(Name or Names)

1844 E. Joppa Road

Baltimore, Maryland 21234

(Address)

4. This financing Statement covers the following types (or items) of property:

(1) Toshiba BD-4121

RECORD FEE 12.00

VOID  
RFF

RECORD FEE 11.00

POSTAGE .50

RECORD FEE 11.00

11/15/88

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE

LESSOR

Burton W. Phelps, Inc.

CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Burton W. Phelps (Title)

By: Brian G. Connolly Manager (Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: \_\_\_\_\_ (Title)

Return to:

(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

275302

## MARYLAND FINANCING STATEMENT

BOOK 534 PAGE 273

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Anne Arundel General Hospital and Medical Center, Inc.  
(Name or Names)  
Franklin & Cathedral Streets Annapolis, Maryland 21401  
(Address) HSA 3038

LESSEE  
(Name or Names)  
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any)  
Of LESSOR Heritage Savings Association  
(Name or Names)  
1505 York Road Lutherville, Maryland 21093  
(Address)

4. This financing Statement covers the following types (or items) of property:

10 Uniden CPT-2000 Cellular Car Telephones  
4- Mag Mount Antennas

RECORD FEE. 11.00  
POSTAGE .50  
RECORDED COPY R04 T11-22  
11/15/00

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE  
Anne Arundel General Hospital  
and Medical Center, Inc.

By: X F.T. Althaus Dir. Mat. Mgt.  
F.T. Althaus (Title)  
(Type or print name of person signing)

By: \_\_\_\_\_  
(Title)

(Type or print name of person signing)

LESSOR

CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
Manager

By: Brian G. Connelly  
Brian G. Connelly (Title)  
(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234



STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

275303

Identifying File No.

BOOK

534

274

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 10-28-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Robert Balfour, D.D.S., P.A.

Address 133 Defense Highway, #103, Annapolis, Maryland 21401

2. SECURED PARTY

Name The W.A. Lockwood Dental Co., Inc.

Address 11740 Parklawn Drive, Rockville, Maryland 20852

Germantown Savings Bank, City Line and Belmont Aves., Bala Cynwyd, Pa. 19004  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 10-28-93

4. This financing statement covers the following types (or items) of property: (list)

- (2) Pelton LFII ceiling mount light #014777 &  
(3) Doctors cabinet 7 drawer #011220  
(1) Royal GP II chair top w/IV arm #202728  
(1) Royal GP II chair top #202727

Name and address of Assignee  
Germantown Savings Bank  
City Line & Belmont Avenues  
Bala Cynwyd, Pennsylvania 19004

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Robert Balfour

, PRESIDENT

(Signature of Debtor)

ROBERT BALFOUR, D.D.S., P.A.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

James T. Nalls

, Pres.

(Signature of Secured Party)

THE W.A. LOCKWOOD DENTAL CO., INC.  
Type or Print Above Signature on Above Line

RECORD FEE 11.00

POSTAGE .50

RECEIVED 11/15/88

11/15/88

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

275394 534 275  
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 10-28-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Katz & Balfour, Drs.

Address 133 Defense Highway, #103, Annapolis, Maryland 21401

2. SECURED PARTY

Name The W.A. Lockwood Dental Co., Inc.

Address 11740 Parklawn Drive, Rockville, Maryland 20852

Germantown Savings Bank, City Line and Belmont Aves., Bala Cynwyd, Pa. 19004

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 10-28-93

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED SCHEDULE "A"

Name and address of Assignee

Germantown Savings Bank  
City Line & Belmont Avenues  
Bala Cynwyd, Pennsylvania 19004

RECORD FEE 11.00  
POSTAGE .50  
#238220 0040 R04 T1124  
11/13/88

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

☒ Dudley Katz, PARTNER  
☒ Robert Balfour, PARTNER  
(Signature of Debtor)

DRS. KATZ & BALFOUR  
Type or Print Above Name on Above Line

✓ Dudley Katz and Robert Balfour  
(Signature of Debtor)

Type or Print Above Signature on Above Line

James T. Nalls

☒ James T. Nalls  
(Signature of Secured Party)

Pres.

THE W.A. LOCKWOOD DENTAL CO., INC.

Type or Print Above Signature on Above Line



SCHEDULE "A"

Attached to and part of Conditional-Sale Contract (Security Agreement)  
or Lease Agreement of same date

between DRS. KATZ & BALFOUR 534 276, Debtor,  
and THE W.A. LOCKWOOD DENTAL CO., INC., Secured Party

Quantity	Property Description	Location	Mfg.	Serial No.
1	Turq dual vacuum pump 2 hp ; #WD2638			
1	Turq dual compresor 2 hp ; #ND5236			
1	Turq water solenoid 3/4"			
1	versaview panoramic x-ray ; #H352640			
1	#51 2 gallon x-ray tank			
1	Leedall mixing valve SN/3629			

Dated 10/28 19 88

Debtor DRS. KATZ & BALFOUR  
(Name of individual, corporation or partnership)

BY X [Signature], PARTNER

BY X [Signature], PARTNER

89-00262 10-85

ORIGINAL

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

275305

Identifying File No.

BOOK

534

PAGE 277

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 10-28-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dudley Katz, D.D.S., P.C.

Address 133 Defense Highway, #103, Annapolis, Maryland 21401

2. SECURED PARTY

Name The W.A. Lockwood Dental Co., Inc.

Address 11740 Parklawn Drive, Rockville, Maryland 20852

Germantown Savings Bank, City Line and Belmont Aves, Bala Cynwyd, Pa. 19004  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 10-28-93

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED SCHEDULE "A"

Name and address of Assignee

Germantown Savings Bank  
City Line & Belmont Avenues  
Bala Cynwyd, Pennsylvania 19004

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Dudley Katz

PRESIDENT

(Signature of Debtor)

DUDLEY KATZ, D.D.S., P.C.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

James T. Nalls

, Pres.

(Signature of Secured Party)

THE W.A. LOCKWOOD DENTAL CO., INC.

Type or Print Above Signature on Above Line

RECORD FEE 11.00

POSTAGE .50

#238270 0040 104 11/15/88

11/15/88





## SCHEDULE "A"

Attached to and part of Conditional-Sale Contract (Security Agreement)  
or Lease Agreement of same date

BOOK 534 PAGE 278

between DUDLEY KATZ, D.D.S., P.C., Debtor,and THE W.A. LOCKWOOD DENTAL CO., INC., Secured Party

Quantity	Property Description	Location	Mfr	Serial No.
2	Boyd pedo operating chair w/o arms ; #US-322 & #US-360			
2	Adec 2041 dental unit ; SN#I878200 & #I878201			
1	Adec priority doctors stool ; #I879726			
1	Adec priority assitants stool ; #H878496			
2	Adec post mounted light ; #I878202 & #I878203			
3	Alabama cabinet			

Dated \_\_\_\_\_ 19\_\_\_\_

Debtor DUDLEY KATZ, D.D.S., P.C.

(Name of individual, corporation or partnership)

By *[Signature]*, PRESIDENT

Title

89-00262 10-85

ORIGINAL

FINANCING STATEMENT

BOOK 534 PAGE 279

275306

☒ Not subject to recordation tax  
☐ Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Crofton Commerce Centre Limited Partnership  
 Address: c/o Geo. H. Rucker Realty Corporation  
 1403 N. Courthouse Road  
 Arlington, Virginia 22201

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
 Address: Metro Plaza One, 8401 Colesville Road  
 Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

See Exhibit A.

4. Check the statements which apply, if any, and supply the information indicated:

☒ (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
 The above-described goods are affixed or to be affixed to:

See Schedule I.

☒ Proceeds of the collateral are also covered.

☐ Products of the collateral are also covered.

Debtor(s):

.....  
 See attached signature page.  
 .....

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By:

*Wayne H. Mitchell*

(Type Name and Title)

RECORD FEE 25.00  
 .50  
 11-15-88  
 8

26

SIGNATURE PAGE FOR UCC-1 FINANCING STATEMENT

CROFTON COMMERCE CENTRE LIMITED PARTNERSHIP

By: GEO. H. RUCKER REALTY CORPORATION,  
General Partner

By: David S. Dodrill  
David S. Dodrill, President

By: FAIRWAY DEVELOPMENT COMPANY, INC.,  
General Partner

By: W. Dennis Gilligan  
W. Dennis Gilligan, President

This Financing Statement covers all of the right, title and interest of the Debtor in and to the lands and premises more particularly described in Schedule I hereto (such lands and premises being hereinafter collectively called the "Property") and:

1. All interests, estates or other claims, both in law and in equity, which the Debtor now have or may hereafter acquire in (a) the Property, (b) all easements, rights-of-way and rights used in connection therewith or as a means of access thereto and (c) all tenements, hereditaments and appurtenances in any wise belonging, relating or pertaining thereto.

2. All estate, right, title and interest of the Debtor now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys, strips of land and gores adjacent to or used in connection therewith.

3. All estate, right, title and interest of the Debtor, if any, now owned or hereafter acquired, in and to any and all buildings and other improvements hereafter erected on the Property, including all heating, air conditioning, lighting, plumbing and other equipment now or hereafter located on or at the Property and all other improvements thereon that under applicable law are deemed to be fixtures (collectively, the "Improvements").

4. All estate, right, title and interest of the Debtor, if any, now owned or hereafter acquired, in and to all inventory, machinery, apparatus, equipment, fittings, fixtures and articles of personal property now or hereafter located on or at the Property or used in connection therewith (including in connection with the construction, renovation or improvement thereof) and all additions, and accessions thereto, replacements therefor and proceeds and profits thereof (collectively, the "Personal Property").

5. All estate, claim, demand, right (including all rights to possession and use, all options and other rights to give consents, modify, amend, extend, renew, terminate or purchase or sell), title and interest of the Debtor under all contracts, agreements, understandings or arrangements, whether written or oral, now or hereafter in effect relating to the



BOOK 534 PAGE 282

development, demolition, construction, reconstruction, repair, alteration, addition to, improvement, replacement, use, operation or management of all or any portion of the Improvements, the Personal Property or the Property.

6. All right, claim, demand, title and interest of the Debtor in, to and under all permits, approvals, certificates, variances, orders, exemptions and other authorizations now or hereafter issued, made or granted with respect to the development, demolition, construction, reconstruction, repair, alteration, addition, improvement, replacement, use, operation or management of the Property.

7. All reversion or reversions, remainder or remainders, rents, revenues, proceeds, issues, profits, royalties, income and other benefits of the Debtor in the Property, the Improvements and the Personal Property.

8. All proceeds of the insurance required to be maintained under that certain Loan Agreement dated as of November 14, 1988 between the Debtor and the Secured Party and all awards heretofore or hereafter made to the Debtor with respect to any part of the Property, the Improvements or the Personal Property as the result of the exercise of power of eminent domain, including any awards for changes of the grades of streets, or as the result of any other damage to any part of the Property, the Improvements or the Personal Property for which compensation shall be given by any governmental authority (a "Condemnation"), and the Trustee is hereby authorized to collect and receive the proceeds thereof, to give proper receipts and acquittances therefor and, at the direction of the Bank, to apply the same to the payment of the Obligations, notwithstanding the fact that the same may not then be due and payable.

9. All air rights, development rights, zoning rights or other similar rights or interests which benefit or are appurtenant to the Property or the Improvements or both of the Debtor and any proceeds arising therefrom.

10. All estate right, title and interest of the Debtor now owned or hereafter acquired, in and to all leases of the Property, rents and proceeds and other payments under any such lease, insurance proceeds and indemnity.

All that certain land and property situate in Anne Arundel County, Maryland and more particularly described as follows:

BEGINNING at an iron pipe found at the west end of the North 87 degrees 41 minutes 10 seconds East 866.82 foot course described in Liber No. 1666, Folio 417, Parcel 4, said point of beginning is also shown as a pipe set at the base of a cedar tree on a survey of said Parcel 4 by Edward Hall III, performed in May 1961; thence, along the outlines of said Parcel 4, and along the easternmost side of the Little Patuxent River the following seventeen courses and ditances as now surveyed by Greenhorne & O'Mara, Inc., Annapolis, Maryland: 1) North 24 degrees 25 minutes 09 seconds West 336.98 feet to a point, 2) North 10 degrees 36 minutes 39 seconds West 205.03 feet to a point, 3) North 29 degrees 51 minutes 09 seconds West 259.35 feet to a point, 4) North 00 degrees 38 minutes 21 seconds East 203.42 feet to a point, 5) South 89 degrees 20 minutes 39 seconds East 327.06 feet to a point, 6) North 42 degrees 45 minutes 21 seconds East 185.18 feet to a point, 7) North 07 degrees 01 minute 21 seconds East 197.08 feet to a point, 8) South 65 degrees 53 minutes 09 seconds East 134.16 feet to a point, 9) North 36 degrees 09 minutes 51 seconds East 455.67 feet to a point, 10) North 11 degrees 37 minutes 09 seconds West 117.38 feet to a point, 11) North 62 degrees 48 minutes 51 seconds East 108.44 feet to a point, 12) North 53 degrees 27 minutes 21 seconds East 301.38 feet to a point, 13) North 23 degrees 18 minutes 51 seconds East 126.55 feet to a point, 14) North 29 degrees 10 minutes 39 seconds West 367.96 feet to a point, 15) North 44 degrees 51 minutes 21 seconds East 244.84 feet to a point, 16) South 77 degrees 16 minutes 09 seconds East 245.55 feet to a point, 17) North 60 degrees 59 minutes 51 seconds East 242.81 feet to a point on the southwesterly right of way of Conway Road (MD RT 424) shown on State Roads Commission of Maryland Plat No. 32423, thence continuing along the southwesterly right of way of Conway Road the following seven courses and distances; 18) South 41 degrees 05 minutes 39 seconds East 61.18 feet to a point, 19) South 48 degrees 18 minutes 49 seconds East 152.48 feet to a point, 20) South 50 degrees 09 minutes 29 seconds East 220.21 feet to a point, 21) 72.25 feet along the arc of a curve to the left to a point, said curve having a radius of 1944.86 feet and a chord bearing and distance of South 45 degrees 42 minutes 14 seconds East 72.25 feet; thence, 22) South 50 degrees 58 minutes 43 seconds East 111.68 feet to a point, 23) South 50 degrees 03 minutes 35 seconds East 190.28 feet to a point, 24) North 39 degrees 56 minutes 25 seconds East 2.50 feet to a point; thence, leaving said plat 32423 but continuing along said right of way of Conway Road recorded in Plat Book 56 at Page 10 the following four courses and distances: 25) South 50 degrees 12 minutes 19 seconds East 184.64 feet to a point, 26) South 49 degrees 45 minutes 22 seconds East 197.42 feet to a point, 27) South 49 degrees 52 minutes 45 seconds East 452.85 feet to a point, 28) South 49 degrees 55 minutes 39 seconds East 191.19 feet to a point on the westerly right of way of MD RT 3, thence continuing along the said right of way shown on said Plat 50, Page 10, the following four courses: 29) South 40 degrees 07 minutes 07 seconds West 93.20 feet to a point, 30) South 49 degrees 52 minutes 53 seconds East 40.00 feet to a point, 31) South 19 degrees 13 minutes 24 seconds East 367.59 feet to a point, 32) south 10 degrees 21 minutes 57 seconds West 356.94 feet to a point, thence leaving the westerly right of way of MD RT 3, and binding on the outlines of Crofton Industrial and Office Park as recorded in Plat Book 70 at page 45, and continuing along the outlines of Plat 56 at page 10, the following eight courses and distances: 33) North 63 degrees 24 minutes 59 seconds West 203.96 feet to a point, 34) 144.95 feet along the arc of a curve to the left to a point, said curve having a radius of 760.00 feet and a chord bearing and distance of North 68 degrees 52 minutes 49 seconds West 144.73 feet, 35) North 74 degrees 20 minutes 38 seconds West 104.81 feet to a point, 36) 132.97 feet along the arc of a curve to the left

to a point, said curve having a radius of 150.00 feet and a chord bearing and distance of South 80 degrees 15 minutes 37 seconds West 128.66 feet, 37) South 54 degrees 51 minutes 52 seconds West 250.83 feet to a point, 38) 184.42 feet along the arc of a curve to the left, said curve having a radius of 180.00 feet and a chord bearing and distance of South 25 degrees 30 minutes 47 seconds West 176.46 feet, 39) South 03 degrees 50 minutes 19 seconds East 375.88 feet to a point, 40) South 86 degrees 57 minutes 18 seconds West 30.00 feet to an iron pin found, thence continuing along the outlines of said Plat 56, Page 10, the following three courses and part of the fourth course, and binding on the outlines of the Anne Arundel Sanitary Commission as recorded in Liber 1410, Folio 451, the following six courses and distances: 41) North 03 degrees 50 minutes 19 seconds West 358.60 feet to a point, 42) North 23 degrees 36 minutes 19 seconds West 231.00 feet to a point, 43) North 08 degrees 51 minutes 19 seconds West 141.80 feet to a point, 44) North 53 degrees 56 minutes 19 seconds West 137.48 feet to a point, 45) South 87 degrees 39 minutes 51 seconds West 882.97 feet to a point, 46) South 02 degrees 20 minutes 39 seconds East 800.18 feet to a point on the north line of the Ernie L. Gardner property recorded in Liber 2881, Folio 857, thence binding on said north line of Gardner, 47) South 87 degrees 39 minutes 21 seconds West 866.81 feet to the point of beginning, containing in all 4,036,936 square feet or 92.6753 acres of land more or less.

SAVING AND EXCEPTING out of the above described property the following:

BEGINNING at a point at the Southwest corner of the Anne Arundel County Sanitary Commission Property recorded in Liber 1410, Folio 451 said point intended to be the same point of beginning described in Liber 1666, Folio 417, Parcel 4, and shown as "beginning pipe set" on a survey of said Parcel 4, by Edward Hall, III in May 1961, thence along the outline of said Parcel 4, and binding on the North line of Ernie L. Gardner as described in Liber 2881, Folio 857, the following course: 1) South 87 degrees 39 minutes 21 seconds West 402.82 feet to a point, thence leaving the outlines of said Parcel 4, the following thirteen courses: 2) North 29 degrees 04 minutes 18 seconds West 150.68 feet to a point, 3) North 51 degrees 54 minutes 51 seconds West 110.06 feet to a point, 4) North 20 degrees 17 minutes 20 seconds West 195.97 feet to a point, 5) North 27 degrees 41 minutes 29 seconds East 160.59 feet to a point, 6) North 54 degrees 26 minutes 30 seconds East 105.02 feet to a point, 7) North 44 degrees 42 minutes 36 seconds East 138.46 feet to a point, 8) North 02 degrees 20 minutes 53 seconds East 417.20 feet to a point, 9) North 33 degrees 43 minutes 54 seconds East 80.78 feet to a point, 10) South 50 degrees 01 minute 18 seconds East 201.38 feet to a point, 11) South 68 degrees 14 minutes 17 seconds East 196.09 feet to a point, 12) South 83 degrees 28 minutes 16 seconds East 141.77 feet to a point, 13) North 65 degrees 53 minutes 11 seconds East 105.72 feet to a point, 14) South 02 degrees 20 minutes 09 seconds East 165.91 feet to a point on the North line of the aforesaid Anne Arundel County Sanitary Commission, thence continuing along the outlines of said Anne Arundel County Sanitary Commission, 15) South 87 degrees 39 minutes 51 seconds West 302.65 feet to a point, 16) South 02 degrees 20 minutes 39 seconds East 800.18 feet to the point of beginning, containing in all 520,507 square feet or 11.9492 acres.

BEING shown as "Outparcel One" on a boundary survey by Greenhorne & O'Mara, Inc., Annapolis, Maryland.



534 285

275307

STATE OF SOUTH DAKOTA  
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

## INSTRUCTIONS

- PLEASE TYPE this form. Fold only along perforation for mailing.
- SDCL 57-38-9 requires the debtor's social security number for each individual listed and the debtor's internal revenue service (IRS) employer identification number for each business, company, corporation, dba, etc. listed.
- When completed and signed, remove the secured party and debtor copies and submit the remaining set of three copies to the appropriate filing officer together with the proper filing fee.

Financing Statement	\$3.00	Acknowledgment Termination	No Charge
Financing Statement with Assignment	\$3.00	Non-Standard Form Penalty Fee	An Additional \$4.00
- If the space provided for any item(s) on the form is inadequate, the item(s) should be continued on additional sheets, however, the \$4.00 additional non-standard form penalty fee applies. Only one copy of such additional sheets needs to be presented to the filing officer with the set of three copies of the financing statement.
- At the time of the filing, the filing officer will return the third copy of the financing statement as an acknowledgment, and it can be used for a termination at the appropriate time.

A SOUTH DAKOTA UNIFORM COMMERCIAL CODE FILING PROCEDURES BOOKLET IS AVAILABLE FROM the Secretary of State, State Capitol Building, Pierre, South Dakota 57501.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		Maturity Date (Optional)
Debtor and social security or IRS emp. ID number and Address	Secured Party and Address	
Systems Analytic Specialist 1311 Aster Dr Glen Burnie, MD 21061	Sencore Inc 3200 Sencore Dr Sioux Falls, SD 57107	RECORD FEE 11.00 POSTAGE .50 #238240 C040 R04 T11-34 11/15/88
This financing statement covers the following type(s) of property: SENCORE ELECTRONIC TEST EQUIPMENT 1 LC77 1 SCR250 1 CC254 1 CC237 1 39G85 1 FC221 1 BY234 1 CH255 1 CH256		For Filing Officer (Date, Time, Number, and Filing Office): Assignee of secured party
Describe real estate: (If collateral is crops) The above described crops are growing or are to be grown on, OR (If collateral is goods which are or are to become fixtures) The above goods are affixed or to be affixed to:  EXEMPT FROM STATE RECORDATION TAX. SECURED PARTY IS SELLER. CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR. AFTER FULL PAYMENT HAS BEEN MADE, IT WILL BECOME THE PROPERTY OF THE DEBTOR.		
Check (X) if covered <input type="checkbox"/> Proceeds of collateral are also covered <input type="checkbox"/> Products of collateral are also covered		Number of additional sheets, if any
Filed with 11-50		
Systems Analytic Specialist		Sencore Inc
By <u>Michael B. Quartucci</u> 11/1/88 Signature of Debtor MICHAEL QUARTUCCI	By <u>Dwight Decker</u> 11/1/88 Signature of Secured Party DWIGHT DECKER	
Form: SOS UCC 310 07/80 UCC 1 - SOUTH DAKOTA UNIFORM COMMERCIAL CODE (1) FILING OFFICER COPY - ALPHABETICAL		Approved by: Secretary of State, State of South Dakota



EDBX

534

286

275303

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:	3 <input type="checkbox"/> The Debtor is a transmitting utility
1. Debtor(s) (Last Name First) and Address(es) George's Chuckwagon, Inc 190 Southdown Rd. Edgewater, MD 21037	2. Secured Party(ies) Name(s) and Address(es) Custom Sales & Service, Inc. 11th St. & 2nd Rd. Hammonton, NJ 08037	4. For Filing <b>RECORD FEE</b> No. Filing <b>011400</b> <b>#238280 C040 R04 T11:38</b> <b>11/15/88</b>	
5. This Financing Statement covers the following types (or items) of property. One- 1989 GMC, Model TR31003 Serial No:1GDGR34K2KJ501028 Mounted with a Model 400 Catering Body CTB#10741		6. Assignee(s) of Secured Party and Address(es) Associates Commercial Corp. 740 E.Lancaster Ave./Suite 130 Exton, PA 19341	
<input type="checkbox"/> Products of the Collateral are also covered.		7. <input type="checkbox"/> The described crops are growing or to be grown on.* <input type="checkbox"/> The described goods are or are to be affixed to.* <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on.* *(Describe Real Estate in Item 8.)	
8. Describe Real Estate Here. <i>Not Subject to Recordation Tax - Cord Contract signed 10/88</i>		9. Name of a Record Owner	
No. & Street	Town or City	County	Section Block Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.		11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)	
By <u>George's Chuckwagon, Inc.</u> <i>[Signature]</i> Signature(s) of Debtor(s) (3/83) <b>11.00</b>		By <u>Custom Sales &amp; Service, Inc.</u> <i>[Signature]</i> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked) Sec./Tres.	

STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania  
(1) FILING OFFICER COPY—NUMERICAL

534 287

275303

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility
1. Debtor(s) (Last Name First) and Address(es) George's Chuckwagon, Inc. 190 Southdown Rd. Edgewater, MD 21037	2. Secured Party(ies) Name(s) and Address(es) Custom Sales & Service, Inc. 11th St. & 2nd Rd. HAMMONTON, NJ 08037	4. For Filing Officer, Date, Time, No. Filing Office RECORD FEE 11.00 #238290 0040 R04 711:39 11/15/88	
5. This Financing Statement covers the following types (or items) of property: One- 1989 GMC, Model TR31003 Serial No; 1GDGR34K7KJ500909 Mounted with a Model 400 Catering Body CTB#10742  <input type="checkbox"/> Products of the Collateral are also covered		6. Assignee(s) of Secured Party and Address(es) Associates Commercial Corp. 740 E. Lancaster Ave./Suite 130 Exton, PA 19341  7 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8.)	
8. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records <i>Not Subject to Recordation Tax - Cond Sales Contract signed 10/28/88</i>		9. Name of a Record Owner	
No. & Street	Town or City	County	Section Block Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input checked="" type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.		11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)	
By <u>George's Chuckwagon, Inc.</u> <i>[Signature]</i> Pres.		By <u>Custom Sales &amp; Service, Inc.</u> <i>[Signature]</i> Sec./Tres.	
(3/83) 11.00		STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania (1) FILING OFFICER COPY — NUMERICAL	

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$	If this statement is to be recorded in land records check here. <input type="checkbox"/>
--	--

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR LESSEE:

Name Maryland Video Systems  
Address 803-C Barkwood Court Linthicum, MD 21090

2. SECURED PARTY LESSOR:

Name EATON FINANCIAL CORPORATION  
Address The Beaumont Building, P.O. Box 71, South Station  
Framingham, Massachusetts 01701  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1) CMA8 Sony Power Supply S#10513
  - 1) VO6800 Sony Portable Recorder S#27257
  - 1) DXCM7K Sony Color Camera S#20836
  - 1) AC500 Sony Power Supply S#30253
- Not subject to Recordation Tax pursuant to Maryland Annotated Code Article §12-103(k)  
"Equipment Lease - does not create a security interest"

This transaction is a true lease and is not intended by the parties as a secured transaction; Filing is only intended to make the true lease a matter of public record. The lessor is the owner of such property including all accessories, attachments, additions and any substitutions of similar equipment types, and the lessee has no rights, express or implied to sell, exchange, encumber or otherwise dispose of such property.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☒ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00  
POSTAGE .50  
#238320 0040 R04 11/14/88  
11/15/88

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

OWNER Maryland Video Systems  
X [Signature] (Signature of Debtor) LESSEE:  
X JOHN D. LYONS et al  
Type or Print Above Name on Above Line  
X \_\_\_\_\_  
(Signature of Debtor)  
X \_\_\_\_\_  
Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party) LESSOR:  
EATON FINANCIAL CORPORATION  
Type or Print Above Signature on Above Line

534 289 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

275311

Identifying File No. 6713949  
6713718

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR LESSEE:

Name The Mirko Co. T/A Eastport Shell

Address 6th Street & Severn Ave. Eastport, Maryland 21403

2. SECURED PARTY LESSOR:

Name EATON FINANCIAL CORPORATION

Address The Beaumont Building, P.O. Box 71, South Station

Framingham, Massachusetts 01701

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1-Used Allen Engine Analyzer

Not subject to Recordation Tax pursuant to Maryland Annotated Code Article §12:108(k)

"Equipment Lease - does not create a security interest."

This transaction is a true lease and is not intended by the parties as a secured transaction; Filing is only intended to make the true lease a matter of public record. The lessor is the owner of such property including all accessories, attachments, additions and any substitutions of similar equipment types, and the lessee has no rights, express or implied to sell, exchange, encumber or otherwise dispose of such property.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00

POSTAGE .50

#238330 0040 R04 T11:46

11/15/88

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

The Mirko Co. T/A Eastport Shell

X Michael Z Min Pres.  
(Signature of Debtor) LESSEE

X Michael Miron-Pres  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Rand Kesselblatt  
(Signature of Secured Party) LESSOR:

EATON FINANCIAL CORPORATION

Type or Print Above Signature on Above Line



# FINANCING STATEMENT

BOOK 534 PAGE 290

275312

- ☒ Not subject to recordation tax  
☐ Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Glenn James McCoy & Christine Mildred McCoy  
 Address: 1713 Shadyside Drive  
 Edgewater, Maryland 21037

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
 Address: Metro Plaza One, 8401 Colesville Road  
 Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

Vehicle Identification No.	Year	Make	Maryland Title Number
PLS30068850	1974	Datsun	14649127

4. Check the statements which apply, if any, and supply the information indicated:

- ☐ (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
 The above-described goods are affixed or to be affixed to:

RECORD FEE 12.00  
 #330370 C040 R04 T11447  
 11/15/00

- ☒ Proceeds of the collateral are also covered.  
☒ Products of the collateral are also covered.

Debtor(s):  
 By: Glenn James McCoy  
 By: Christine Mildred McCoy

Secured Party:  
 FIRST AMERICAN BANK OF MARYLAND  
 By: Dennis L. Ortiz, Assistant Vice President  
 (Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

534 291

275313

STATE OF WEST VIRGINIA  
UNIFORM COMMERCIAL CODE—FINANCING STATEMENT—FORM UCC-1

INSTRUCTIONS

- PLEASE TYPE this form. Fold only along perforation for mailing.
- Remove Secured Party and Debtor copies (last two sheets) and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee of \$1.00.
- When filing is to be with more than one office, Form UCC-2 may be placed over this set to avoid double typing. Type on last line all offices in which statement is filed.
- If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party.
- If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
- When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
- At the time of original filing, filing officer should return third copy as an acknowledgment. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

<b>1 Debtor(s) (Last Name First) and address(es)</b> Vacuum Services, Inc. John H. Morrison, Jr. Box 2878 Baltimore, MD 21225	<b>2 Secured Party(ies) and address(es)</b> The Grant County Bank P.O. Box 969 Petersburg, WV 26847	<b>3 Maturity date (if any):</b> For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 RECEIVED 11/15/00
---	--	--

**4 This financing statement covers the following types (or items) of property:**

All trucks, vacuum equipment, water blasting equipment including but not limited to all other machinery, equipment, fixtures, appliances and furniture now owned or hereafter acquired by debtor and wherever located; All inventory now or hereafter acquired and products and proceeds thereof; All accounts, contract rights and accounts receivable of debtor now or hereafter in existence and all proceeds thereof and all returned or repossessed goods arising from or relating to any of said accounts or rights; All general intangibles of debtor now owned or hereafter acquired.

ASSIGNEE OF SECURED PARTY

Post Recording Return To:  
 Russell D. Karpook, Esquire  
 111 S. Calvert Street, Suite 2700  
 Baltimore, Maryland 21202

Check ☒ if covered: ☒ Proceeds of Collateral are also covered ☐ Products of Collateral are also covered

Filed with: Clerk of Court - Anne Arundel County

No. of additional Sheets presented:

VACUUM SERVICES, INC.  
 By: *John H. Morrison* President  
 Signature(s) of Debtor(s)

The Grant County Bank  
 By: *Stephen D. Lane* Vice-Pres  
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

(Form approved by Secretary of State of West Virginia)

Uniform Comm Statement  
For Filing Among the Financing Records of the 534 292  
State of Maryland  
County of Anne Arundel

Date of Filing:	Mar 7, 1988
File Identification #:	271917
Liber/Book:	524
Folio/Page:	6

**Name and Address of Debtor:**

MaxTel Associates Limited Partnership and MaxTel Associates, Inc.  
4550 Montgomery Avenue  
Suite 1150  
Bethesda, Maryland 20814

**Name and Address of Secured Party**

Wayne Disposal, Inc.  
P.O. Box 5187  
Dearborn, Michigan 48197

The UCC -1 Financing Statement identified above is hereby terminated and the Secured Party disclaims any further interest in the collateral covered by such Financing Statement.

**Secured Party:**

Wayne Disposal, Inc.

RECORD FEE 10.00  
POSTAGE .50  
#330510 0040 R04 T12+03 :  
11/15/00  
TW

By: *Antoni Kowalski*  
Authorized Signatory

Please return to Ms. Martha England, Arent, Fox, Kintner, Plotkin & Kahn, 1050 Connecticut Avenue, N.W., Washington, D.C. 20036-5339.

Arfox Seq.# 958

10.50

Uniform Commercial Code UCC-3 Termination Statement

For Filing Among the Financing Records of the: 534

293

State of Maryland

County of Anne Arundel

Date of Filing:	Mar 7, 1988
File Identification #:	271923
Liber/Book:	524
Folio/Page:	41

**Name and Address of Debtor:**

ODC Communications Corporation, a/k/a MaxTel Communications Corporation  
4550 Montgomery Avenue  
Suite 1150  
Bethesda, Maryland 20814

**Name and Address of Secured Party**

Oxford Development Corporation  
4550 Montgomery Avenue  
Suite 1150  
Bethesda, Maryland 20814

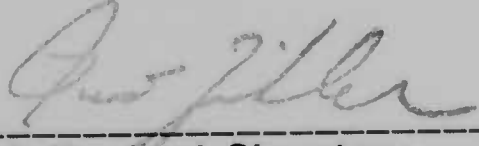
The UCC -1 Financing Statement identified above is hereby terminated and the Secured Party disclaims any further interest in the collateral covered by such Financing Statement.

**Secured Party:**

Oxford Development Corporation

RECORD FEE 10.00  
POSTAGE .30  
#330520 C040 R04 T12+02  
11/15/01

TW

By:   
Authorized Signatory

Please return to Ms. Martha England, Arent, Fox, Kintner, Plotkin & Kahn, 1050 Connecticut Avenue, N.W., Washington, D.C. 20036-5339.

Arfox Seq.# 555

10.50

Uniform Commercial Code UCC-3 Termination Statement

For Filing Among the Financing Records of the

State of Maryland

County of Anne Arundel

534 294

Date of Filing:	Mar 7, 1988
File Identification #:	271922
Liber/Book:	524
Folio/Page:	34

**Name and Address of Debtor:**

MaxTel Associates Limited Partnership and MaxTel Associates, Inc.  
4550 Montgomery Avenue  
Suite 1150  
Bethesda, Maryland 20814

**Name and Address of Secured Party**

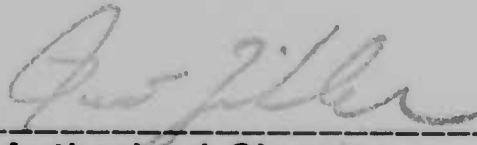
Oxford Development Corporation  
4550 Montgomery Avenue  
Suite 1150  
Bethesda, Maryland 20814

The UCC -1 Financing Statement identified above is hereby terminated and the Secured Party disclaims any further interest in the collateral covered by such Financing Statement.

**Secured Party:**

Oxford Development  
Corporation

RECORD FEE 10.00  
POSTAGE .50  
#038530 0040 R04 T12+13  
11/15/00

By:   
Authorized Signatory

Please return to Ms. Martha England, Arent, Fox, Kintner, Plotkin & Kahn, 1050 Connecticut Avenue, N.W., Washington, D.C. 20036-5339.

Arfox Seq.# 961

10-50

TW



Uniform Commercial Code UCC-3 Termination Statement  
For Filing Among the Financing Records of the  
State of Maryland  
County of Anne Arundel

BOOK 534 PAGE 295

Date of Filing:	Mar 7, 1988
File Identification #:	271920
Liber/Book:	524
Folio/Page:	21

**Name and Address of Debtor:**

MaxTel Associates Limited Partnership and MaxTel Associates, Inc.  
4550 Montgomery Avenue  
Suite 1150  
Bethesda, Maryland 20814

**Name and Address of Secured Party**


Oxford Communications Corporation  
4550 Montgomery Avenue  
Suite 1150  
Bethesda, Maryland 20814

The UCC -1 Financing Statement identified above is hereby terminated and the Secured Party disclaims any further interest in the collateral covered by such Financing Statement.

**Secured Party:**

Oxford Communications  
Corporation

RECORD FEE 10.00  
POSTAGE .50  
#236540 0040 R04 T12103  
11/15/08  
TW

By:   
Authorized Signatory

Please return to Ms. Martha England, Arent, Fox, Kintner, Plotkin & Kahn, 1050 Connecticut Avenue, N.W., Washington, D.C. 20036-5339.

Arfox Seq.# 960

10.50

Uniform Commercial Code UCC-3 Termination Statement  
For Filing Among the Financing Records of the  
State of Maryland  
County of Anne Arundel

BOOK 534 296

Date of Filing:	Mar 7, 1988
File Identification #:	271921
Liber/Book:	524
Folio/Page:	28

**Name and Address of Debtor:**

ODC Communications Corporation, a/k/a MaxTel Communications Corporation  
4550 Montgomery Avenue  
Suite 1150  
Bethesda, Maryland 20814

**Name and Address of Secured Party**

Oxford Communications Corporation  
4550 Montgomery Avenue  
Suite 1150  
Bethesda, Maryland 20814

The UCC -1 Financing Statement identified above is hereby terminated and the Secured Party disclaims any further interest in the collateral covered by such Financing Statement.

**Secured Party:**

Oxford Communications Corporation

RECORD FEE 1.00  
POSTAGE .50  
#236350 0040 004 112104  
11/15/06

By: [Signature]  
Authorized Signatory

Please return to Ms. Martha England, Arent, Fox, Kintner, Plotkin & Kahn, 1050 Connecticut Avenue, N.W., Washington, D.C. 20036-5339.

Arfox Seq.# 556

10.51

Uniform Commercial Code UCC-3 Termination Statement  
For Filing Among the Financing Records of the  
State of Maryland  
County of Anne Arundel

BOOK 534 PAGE 297

Date of Filing:	Mar 7, 1988
File Identification #:	271916
Liber/Book:	524
Folio/Page:	01

**Name and Address of Debtor:**

MaxTel Associates Limited Partnership and MaxTel Associates, Inc.  
4550 Montgomery Avenue  
Suite 1150  
Bethesda, Maryland 20814

**Name and Address of Secured Party**


Sovran Bank/Maryland  
6610 Rockledge Drive  
Bethesda, Maryland 20817

The UCC -1 Financing Statement identified above is hereby terminated and the Secured Party disclaims any further interest in the collateral covered by such Financing Statement.

RECORD FEE 10.00  
POSTAGE .50  
#238560 C040 R04 T12+04  
11/15/00

**Secured Party:**

Sovran Bank/Maryland

By:   
Authorized Signatory

Please return to Ms. Martha England, Arent, Fox, Kintner, Plotkin & Kahn, 1050 Connecticut Avenue, N.W., Washington, D.C. 20036-5339.

Arfox Seq.# 448

10.50

TW

Uniform Commercial Code UCC-3 Termination Statement  
For Filing Among the Financing Records of the  
State of Maryland  
County of Anne Arundel

BOOK 534 PAGE 298

Date of Filing:	Mar 7, 1988
File Identification #:	271915
Liber/Book:	523
Folio/Page:	596

**Name and Address of Debtor:**

ODC Communications Corporation, a/k/a MaxTel Communications  
Corporation  
4550 Montgomery Avenue  
Suite 1150  
Bethesda, Maryland 20814

**Name and Address of Secured Party**


Sovran Bank/Maryland  
6610 Rockledge Drive  
Bethesda, Maryland 20817

The UCC -1 Financing Statement identified above is hereby terminated and the  
Secured Party disclaims any further interest in the collateral covered by such  
Financing Statement.

**Secured Party:**

Sovran Bank/Maryland

RECORD FEE 10.00  
POSTAGE .50  
#230570 C040 R04 TL2705  
11/15/88  
TW

By:   
Authorized Signatory

Please return to Ms. Martha England, Arent, Fox, Kintner, Plotkin & Kahn, 1050  
Connecticut Avenue, N.W., Washington, D.C. 20036-5339.

Arfox Seq.# 449

10.50

Uniform Commercial Code UCC-3 Termination Statement  
For Filing Among the Financing Records of the  
State of Maryland  
County of Anne Arundel

BOOK 534 PAGE 299

Date of Filing:	Mar 7, 1988
File Identification #:	271918
Liber/Book:	524
Folio/Page:	11

**Name and Address of Debtor:**

ODC Communications Corporation, a/k/a MaxTel Communications  
Corporation  
4550 Montgomery Avenue  
Suite 1150  
Bethesda, Maryland 20814

**Name and Address of Secured Party**

Wayne Disposal, Inc.  
P.O. Box 5187  
Dearborn, Michigan 48197

The UCC -1 Financing Statement identified above is hereby terminated and the  
Secured Party disclaims any further interest in the collateral covered by such  
Financing Statement.

**Secured Party:**

Wayne Disposal, Inc.

RECORD FEE 10.00  
POSTAGE .50  
#230580 0040 R04 T12405  
11/13/88

By: *Andrzej J. Kucinski*  
Authorized Signatory

Please return to Ms. Martha England, Arent, Fox, Kintner, Plotkin & Kahn, 1050  
Connecticut Avenue, N.W., Washington, D.C. 20036-5339.

Arfox Seq.# 554

10.50



275241  
MARYLAND FINANCING STATEMENT

BOOK 534 300

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Warren R. Matthews & Associates, Inc.  
2135 Defense Hwy. - Suite 10 (Name or Names) Crofton, Maryland 21114  
 (Address) HS 3046

LESSEE  
 (Name or Names)  
 (Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Herbert W. and Mildred D. Spath  
 of LESSOR (Name or Names)  
2611 Reckord Road (Address) Kingsville, Md. 21087

4. This financing Statement covers the following types (or items) of property:

- |   |                           |
|---|---------------------------|
| 1- IBM PS 2 Model 50-031 Computer       | 1- HP Laser Jet 2 Printer |
| 1- PS 2 12" Color Monitor               | 1- HP 1Mb Memory Module   |
| 1- IBM External 5 $\frac{1}{4}$ " Drive | 1- Parallel Cable         |
| 1- IBM External Drive Adaptor           | 1- IBM PC DOS 3.3         |
| 1- IBM PS 2 Mouse                       |                           |

RECORD FEE - 11.00  
 POSTAGE .50  
 #230700 0040 R04 T12145  
 11/15/88

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
 Products of Collateral are also covered Yes ( ) No (xx)

LESSEE

LESSOR

Warren R. Matthews & Associates, Inc.

CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Warren R. Matthews PRES.  
 (Title)  
Warren R. Matthews

By: Brian G. Connolly Manager  
 (Title)  
Brian G. Connolly

(Type or print name of person signing)

(Type or print name of person signing)

By: \_\_\_\_\_  
 (Title)

Return to:

(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
 8767 SATYR HILL ROAD  
 BALTIMORE, MD 21234

1150

275315  
MARYLAND FINANCING STATEMENT

BOOK 534 PAGE 301

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Self Funding Administrators Corporation  
339 Revell Highway Suite 207 Annapolis, Maryland 21401  
(Name or Names)  
(Address) NFSL 3048

LESSEE  
(Name or Names)  
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Northfield Federal Savings  
Of LESSOR 1844 E. Joppa Road  
(Name or Names) Baltimore, Maryland 21234  
(Address)

4. This financing Statement covers the following types (or items) of property:

7 - 816/2460 Telephone Sets, 2 - Station Cards, 2 - Trunk Cards  
4 - Cross Point Cards, 19 - Flush Mount Jacks, 1 - Twenty-five Pair TIE Cable, 12 - Labor Hours for 2 men

POSTAGE .50  
#238710 C040 R04 T12143  
11/15/88

4

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE LESSOR  
Self Funding Administrators Corporation CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
By: Christopher Hutchinson, Pres By: Brian G. Connelly, Manager  
(Title) (Title)  
(Type or print name of person signing) (Type or print name of person signing)  
By: Return to:  
(Title)  
(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

11.50

## STATE OF MARYLAND

## FINANCING STATEMENT FORM UCC-1

BOOK 534 PAGE 302

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 8/24/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Far East Holding Company, LTD.

Address 717 D-E Hammonds Ferry Road, Linthicum, MD. 21090

## 2. SECURED PARTY

Name Phillips Financial Services

Address 10220 Old Columbia Road, Columbia, MD. 21046

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1 Vertical Machining Center (OKK PCV510-10L) s/n 117

THIS FILING DOES NOT CREATE  
A SECURITY INTEREST.

NOT SUBJECT TO RECORDATION TAX  
WILL PURCHASE AT END OF TERM

CHECK ☒ THE LINES WHICH APPLY

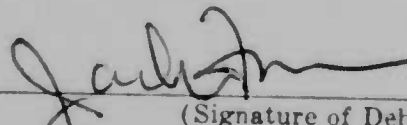
5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00  
#236720 C040 R04 112746  
11/15/88

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

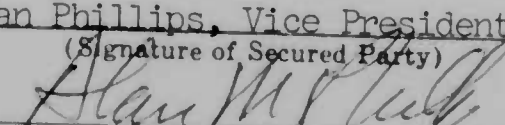
11.00  
  
(Signature of Debtor)

Jack Friese, Chief Executive  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Alan Phillips, Vice President  
(Signature of Secured Party)

  
Type or Print Above Signature on Above Line

Gold  
Medal  
479.1

534 303

275317

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated March 24, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation  
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.  
Address 300 E. Lombard Street  
Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated March 6, 1987, Schedule # 01, dated March 9, 1987 between Assignor as Lessor and LEASE ACCOUNT # 307860 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated March 24, 1987 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

NOT SUBJECT TO RECORDATION TAX - EQUIPMENT LEASE

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 13.00  
POSTAGE .50  
#230760 0010 R04 71240  
11/13/00

1350  
☒ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)  
TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarto, III.  
(Signature of Debtor)  
Frank J. Sarto, III., Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

BALITMORE FEDERAL FINANCIAL, F.S.A.

James E. Squires  
(Signature of Secured Party)  
James E. Squires  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

GOLDMED

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Disk Upgrade
1	D41 Model Upgrade
1	2mg Memory Upgrade
1	Workstation Expansion Feature
1	Expanded Ports Feature
1	8500 ELCA Feature
1	Tape Attachment
1	Cassette Tape Drive
2	5865 Multipoint Modems
2	EIA Interface for phone lines
2	Line Base for phone lines
3	5294 Controller
27	Decision Data 3761 Display Station
2	Decision Data 6502 200 cps Printer
4	Decision Data 6502 400 cps Printer
2	Laserjet Plus
1	Monarch 9420 Ticket Printer
5	Monarch Pathfinder
1	Monarch Accessories
21	Personal Computer XT
2	Compaq Portable II
12	Personal Computer Printers
2	PC Portable Printer
2	Fujitsu Master Registers
2	Fujitsu Slave Registers
2	Cash Register Cluster
2	Cash Register Communication
9	Cash Register Modems
5	Miller Equa Managerial Chairs
7	Miller Equa Executive Chairs
15	Miller Equa Secretarial Chairs
1	Executive Chair
2	Two Drawer Lateral File
5	Five Drawer Lateral File
6	Metalstand Desks 30 x 60
1	30 x 48 Workstation Table

BALTIMORE FEDERAL FINANCIAL, F.S.A.

TRANS-AMERICAN LEASING CORPORATION

BY: 

BY: 

TITLE: Vice President

TITLE: Frank J. Sarro III, Exec. V.P.



EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Accounts Payable
1	General Ledger
1	Inventory Management
1	Product Data Management
1	Purchasing
1	Cross Application
1	Accounts Receivable
1	Sales Analysis
1	Order Entry/Invoicing
1	Financial Analysis
1	Displaywrite/36
1	Query
1	English Dictionary
1	PC Support
1	Personal Services
1	IPMS Merchandising
1	IPMS Ticketing
1	IPMS Sales Analysis

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:

TITLE: Vice President

TRANS-AMERICAN LEASING CORPORATION

BY:

TITLE: Frank J. Sarro III, Exec. V.P.

534 306

275313

## FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es)  Circle Graphics, Inc. 7484 Candlewood Road Harmons, Maryland 21077	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203  Attn: Commercial Loan Dept. Collateral Supervisor  Return to Secured Party
--	--

3. This Financing Statement covers the following types (or items) of property:

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

☐ A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of \_\_\_\_\_ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

☐ B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

☐ C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

☐ D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

☒ E. Other. One (1) File Server PROTEUS 286GT - 4mb

One (1) TELOS text Composition System - TL#3  
with advanced typography features

RECORD FEE 11.00  
RECORD TAX 140.00  
POSTAGE .50

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ☒ (is not) exempt from the recordation tax. (Md.)

Principal amount of debt initially incurred is: \$ 20,000.00

RECORDED 0040 R04 11/13/88  
11/13/88

DEBTOR: Circle Graphics, Inc.

SECURED PARTY:

SIGNET BANK/MARYLAND

By: X Jay C. Berkowitz  
(Type Name)  
Jay C. Berkowitz, President

By: Steven M. Wienecke  
(Type Name)  
Steven M. Wienecke

By: \_\_\_\_\_

November 3 19 88  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.

275319

BOOK 534 307

62000-3640

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER  
OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

STATE CORPORATION COMMISSION  
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)  
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.  
No other name will be indexed.

Eugene Roland Haley  
Christina Marie Haley  
C-79 Holiday Mobile Estates  
Clark Rd.  
Jessup, Md. 20794

Check the box indicating the kind of statement.  
Check only one box.

- (x) ORIGINAL FINANCING STATEMENT  
( ) CONTINUATION-ORIGINAL STILL EFFECTIVE  
( ) AMENDMENT  
( ) ASSIGNMENT  
( ) PARTIAL RELEASE OF COLLATERAL  
( ) TERMINATION

Name & address of Secured Party

United Savings Bank  
11419 Sunset Hills Rd.  
Reston, Va. 22090

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered ( )

Description of collateral covered by original financing statement

1989 Palm Harbor, 72X14, 3Br., serial #PH11-3304

RECORD FEE 12.00  
POSTAGE .50  
#230700 0040 R04 712150  
11/15/88

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Eugene Roland Haley  
Christina Marie Haley  
Signature of Debtor if applicable (Date) 11-3-88

Kelly Black 11-4-88  
Signature of Secured Party if applicable (Date)

FILING OFFICER COPY

Revised 7-1-82

BOOK 534 PAGE 308

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. #270369 Dated 10/27/87

Record Reference Book#519 Page#313

2. DEBTOR:

Name: Decora Stone of Maryland, Inc.  
(Last Name First)

ADDRESS: 1174 W. Central Avenue, Davidsonville, Md. 21033

Assignee of

3. SECURED PARTY IS:

NAME: Signet Bank/Md.

ADDRESS: P.O. Box 22497, Baltimore, Md. 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RETURN TO:

DEBTOR'S ADDRESS

SEE ABOVE

SECURED PARTY

Signet Bank/Maryland

BY: Pamela M. Goddis Commercial Finance Rep.  
(TITLE)

DATED: November 21, 1988

15 80

## UNIFORM COMMERCIAL CODE

Continuation, Termination,  
Release, Assignment, Etc.Washington Law Reporter Form 1001  
1625 Eye St., N.W., Washington, D.C. 20006

## STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.☒ TO BE RECORDED IN  
~~LAND RECORDS~~ ~~XXXXXX~~ FINANCING RECORDS

For Filing Officer Use

File No. \_\_\_\_\_

Date &amp; \_\_\_\_\_

Hour \_\_\_\_\_

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement 256657

Date of Filing May 3, 1985

Record Reference Liber 485, page 222

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s)  
(Last Name First)

No.

Street

City

State

G &amp; G Cape St. Claire

c/o G & G Management, 4811 St. Elmo Avenue,  
Bethesda, MD 20815

Name of Secured Party or assignee

No.

Street

City

State

Madison National Bank

1730 M Street Washington, D.C. 20036

## CHECK APPLICABLE STATEMENT

☐ CONTINUATION

The original Financing Statement identified above by file number is still effective.

☒ TERMINATIONThe original Financing Statement identified above by file number is terminated and the  
secured party no longer claims a security interest under the financing statement.☐ RELEASEFrom the property described in the original Financing Statement identified above, the prop-  
erty described below is released.☐ ASSIGNMENTThe secured party assigns to the assignee named below the rights of the secured party  
under the original Financing Statement identified above.☐ OTHER

RETURN TO:

RECORD FEE 10.00

POSTAGE .50

4410420 C345 R01 T13438

TW 11/15/88

Debtor(s) or assignor(s)

Madison National Bank

by:

(Seal)

(Corporate, Trade or Firm Name)

*Betty Jo Richards*

Signature of Secured Party or Assignee

Betty Jo Richards

Assistant Vice President

(Type or print name under signature)

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

Return To:

COMMONWEALTH LAND TITLE INS. CO.  
SUITE 1524, THE WORLD TRADE CENTER  
BALTIMORE, MARYLAND 21202

199656CM



275320

BOOK 534 PAGE 310

To Be Recorded In The  
Chattel Records Of  
Anne Arundel County And Among The  
Financing Statement Records Of The  
State Department Of  
Assessments and Taxation.

Recording Tax Has Been  
Paid To The Clerk Of The  
Circuit Court of Anne Arundel  
Maryland The Upon Filing  
Of A Deed Of Trust

FINANCING STATEMENT  
(Maryland - U.C.C.-1)

1. DEBTOR: LENNIE H. ZALLAR  
MARGARET A. ZALLAR  
1006 Jason Court  
Gambrills, Maryland 21054
2. SECURED PARTY: THE BANK OF BALTIMORE  
10 East Baltimore Street  
Baltimore, Maryland 21202  
  
Attention: Commerical Real  
Estate Division
3. This Financing Statement covers and the Debtor grants and  
conveys to the Secured Party a security interest in and to  
the following:
  - a. All plant, equipment, apparatus, machinery, fittings,  
appliances, furniture, furnishings, and fixtures, and  
other chattels and personal property and replacements  
thereof, now or at any time hereafter affixed or  
attached to, incorporated in, placed upon, or in any way  
used in connection with the current or future utiliza-  
tion, employment, occupation, or operation of the below  
referred to real property including by way of example  
and not by way of limitation, all lighting, heating,  
ventilating, air conditioning, incinerating, sprinkling,  
laundry, lifting and plumbing fixtures and equipment,  
water and power systems, loading equipment, burglar  
alarms and security systems, fire prevention and fire  
extinguishing systems and equipment, engines, boilers,  
ranges, refrigerators, stoves, furnaces, oil burners or  
units, communication systems and equipment, dynamos,  
transformers, motors, tanks, electrical equipment,  
cabinets, partitions, ducts, compressors, switchboards,  
storm and screen windows and doors, pictures,  
sculptures, awnings and shades, signs and shrubbery.
  - b. All building and construction materials and supplies of  
every kind, nature and description located on, at, or  
about the below referred to real property, whether or  
not yet incorporated into any building, structure, or  
improvement, or located elsewhere and not as yet  
delivered to the below referred to real property, which

19

are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

- c. All agreements with architects, contractors, engineers, materials suppliers or other persons or entities supplying goods or services to the real property; and all plans and specifications, surveys and surveyor's reports, engineer's and architects reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings and schematics, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

 (SEAL)  
Lennie H. Zallar  
10/27/, 1988

BOOK 534 312

Margaret A. Zallary (SEAL)  
Margaret A. Zallary  
10/27, 1988

TO FILING OFFICER: After this Statement has been recorded, please return to:

ROBERT E. SCHER  
OBER, KALER, GRIMES & SHRIVER  
1600 Maryland National Bank Bld.  
10 Light Street  
Baltimore, Maryland 21202  
(301) 685-1120

534 313

EXHIBIT A

BEING HIGHLY AND DESIGNATED as Lot No. 19, on a Plat entitled, REVISED PLAT 4, CROFTON ORCHARD, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 107, folio 30.

TOGETHER WITH an easement for underground septic disposal over Lot 25 and an easement over a temporary ten foot sewerage easement area over Lots 20, 21A, 22A, 25 and 26, all as shown on the Plat entitled, REVISED PLAT 4, CROFTON ORCHARD, which Plat is recorded among the aforesaid Land Records in Plat Book 107, folio 30.

8867-88

534 314

275321

Not to be recorded in  
Land Records

Subject to Recordation  
Tax:  
Principal Amount is:  
\$80,000.00

The appropriate amount of documentary stamps are affixed to a  
Deed of Trust recorded or to be recorded among the Land Records  
of Anne Arundel County and given as additional security in  
the same loan.

Date: November 3rd 1988

FINANCING STATEMENT

1. Debtor:

Address:

Bryan L. Matthews  
Susan D. Matthews

601 Old County Road  
Severna Park, Maryland 21146

2. Secured Party:

Address:

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

9151 Baltimore National Pike  
Ellicott City, MD 21043

RECORD FEE 15.00  
POSTAGE .05  
POSTAGE .5

3. This Financing Statement covers:

(a) all buildings and improvements of every kind and  
description now or hereafter erected or placed in or upon any  
interest or estate in the land herein described or any part  
thereof and used or usable in connection with any present or  
future operation of said land and now owned or hereafter acquired  
by Debtor and all fixtures including, but not limited to, all gas  
and electric fixtures, engines and machinery, radiators, heaters,  
furnaces, heating equipment, steam and hot water boilers, stoves,  
ranges, elevators, motors, bathtubs, sinks, water closets,  
basins, pipes, faucets and other plumbing and heating fixtures,  
mantels, refrigerating plant and refrigerators, or other  
mechanical or otherwise, cooking apparatus and appurtenances,  
furniture, shades, awnings, screens, blinds and other  
furnishings; and

(b) all of the rents, issues and profits which may  
arise or be had therefrom, and all articles of personal property  
now or hereafter attached to or used in and about the building or  
buildings now erected or hereafter to be the complete and  
comfortable use and occupancy of such building or buildings for  
the purposes for which they were or are to be erected, including  
all good and chattels and personal property as are used or  
furnished in operating a building or the activities conducted  
therein, and all renewals or replacements thereof or articles and  
substitutions therefore, whether or not the same are, or shall be  
attached to said building or buildings in any manner; and

(c) all building materials and equipment now or

RECORDED COPY NO 4 114147

11/15/88

LAW OFFICES OF  
ARNOLD, BEAUCHEMIN & TINGLE, P.A.  
LOWER LEVEL, SUITE B  
9005 CHEVROLET DRIVE  
ELLCOTT CITY, MARYLAND 21043  
465-1110

15.00  
50



hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party and are deemed by said Deed of Trust to be part of the hereinafter described real estate.

5. Proceeds of collateral are covered hereunder.

6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

SECURED PARTY:

Bryan L. Matthews (SEAL)  
Bryan L. Matthews

FAIRVIEW FEDERAL SAVINGS  
AND LOAN ASSOCIATION

Susan D. Matthews (SEAL)  
Susan D. Matthews

BY: Charles C. Holman  
CHARLES C. HOLMAN  
EXECUTIVE VICE  
PRESIDENT

BOOK 534 PAGE 316

Exhibit "A"

BEING known and designated as Lot 345, and the adjoining and abutting part of lot 346, with a frontage of 40 feet on Annapolis Boulevard as shown on said Plat of Lot 346, Being 40 feet wide throughout the Lot as shown on said Plat of Round Bay on the Severn, recorded among the Land Records of Anne Arundel County in Plat Book GW 1 folio 45; now Plat Cabinet 2, Rod B-5, Plat 45. The improvements thereon being known as 601 Old County Road.

275322

BOOK 534 PAGE 317

## PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

ANNE ARUNDEL COUNTY

## FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Riviera Isles Plumbing & Heating, Inc.  
725 Market Street  
Wilmington, NEW CASTLE, DE 19801

Check the box indicating the kind of statement. Check only one box.

- ☒ ORIGINAL FINANCING STATEMENT  
☐ CONTINUATION - ORIGINAL STILL EFFECTIVE  
☐ AMENDMENT  
☐ ASSIGNMENT  
☐ PARTIAL RELEASE OF COLLATERAL  
☐ TERMINATION

Name & address of Secured Party

Baldwin Service Center  
41 Defense Highway  
Annapolis MD 21401

Name & address of Assignee

Associates Commercial Corporation  
8002 Discovery Drive, #420  
Richmond, Va 23288

Date of maturity if less than five years

Check if proceeds of collateral are covered

(X)

Description of collateral covered by original financing statement

One JCB Model 1550 Backhoe SN/338931 w/4 Wheel Drive and 4' Extra Dig Attachment  
COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT  
PARTS, REPAIRS, ADDITIONS & ALL PROCEEDS THEREOF  
Exempt Recordation Tax-Conditional Sale Contract

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

RECORD FEE 11.00  
POSTAGE .50  
#239030 0040 R04 T14:51  
11/15/00

Describe Real Estate if applicable:

Riviera Isles Plumbing & Heating, Inc.

Signature of Debtor if applicable (Date)

Baldwin Service Center

Signature of Secured Party if applicable (Date)

BOOK 534 318

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER  
OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

ANNE ARUNDEL COUNTY

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

JULY 6, 1987  
2684 10  
514 184

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.  
No other name will be indexed.

R.F. Beall, Inc.  
365 Maryland Rt 3 North  
Millersville, MD 21108

Check the box indicating the kind of statement.  
Check only one box.

- ( ) ORIGINAL FINANCING STATEMENT  
( ) CONTINUATION-ORIGINAL STILL EFFECTIVE  
( ) AMENDMENT  
( ) ASSIGNMENT  
( ) PARTIAL RELEASE OF COLLATERAL  
(xx) TERMINATION

Name & address of Secured Party  
Associates Commercial Corporation  
8002 Discovery Drive #420  
Richmond, VA 23288

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered ( )

Description of collateral covered by original financing statement

RECORD FEE 10.00  
#337050 0040 R04 T14:53  
CK 11/15/88

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

October 21, 1988

Associates Commercial Corporation

Signature of Debtor if applicable (Date)

Signature of Secured Party if applicable (Date)

Sandra Sparks

FILED OFFICER COPY

10.00

534 319

Baltimore  
CityREGISTRE, INC.  
BOX 4433  
MPLS., MN 55421

STATE OF MARYLAND  
UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 520334  
RECORDED IN LIBER 417 FOLIO 1581 ON 9/9/87 (DATE)

1. DEBTOR U. S. Fidelity & Guaranty Company; d/b/a  
U. S. F. & G  
Name  
100 Light Street, 26th Floor  
Address  
Baltimore, MD 21202

2. SECURED PARTY  
Name Tennant Company  
701 N. Lilac Dr.  
Address  
P.O. Box 1452  
Minneapolis, MN 55440

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<input checked="" type="checkbox"/> D. Other: <sup>XXX</sup> (Indicate whether amendment, termination, etc.)  Termination

RECORD FEE 10.00  
POSTAGE .50  
RECEIVED CO40 R04 T07140  
11/16/00

10-50  
Dated 10-13-88

Patti Gaudes  
(Signature of Secured Party)

Patti Gaudes  
Type or Print Above Name on Above Line



534 320

FINANCING STATEMENT FORM UCC-1

Identifying File No. 534320

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ULTRAVIOLET PURIFICATION SYSTEMS, INC.

Address 3 St. Ives Drive, Severna Park, MD 21146

2. SECURED PARTY

Name Meridian Bank

Address 5 Penn Center Plaza

Philadelphia, PA 19103 ATTN: Phyllis Briley-Geiser

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Lesser & Kaplin, P.C., 640 Six Sentry Parkway, Blue Bell, PA 19422

ATTN: Pamela Bayless

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Debtor hereby grants to Secured Party a security interest in all of Debtor's existing and future inventory, vehicles, documents of title, accounts, general intangibles, contract rights, supplies, machinery, appliances, equipment, furnishings, furniture, instruments, chattel paper, goods and fixtures wherever located, as more particularly described in UCC-5(a) attached.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

3 St. Ives Drive  
Severna Park, MD 21146

RECORD FEE 13.00  
POSTAGE .50  
#239310 0040 R04 109:35  
11/16/88

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Clerk of Circuit Court  
Anne Arundel County

(Signature of Debtor)

ANTHONY F. DELLIA  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Ultraviolet Purification Systems, Inc.  
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Meridian Bank  
Type or Print Above Name on Above Line

B.50

PRINTED FOR AND SOLD BY JOHN C. CLARK CO., 1326 WALNUT ST., PHILADELPHIA, PA. 19107

Uniform Commercial Code—ADDITIONAL SHEET—Form DSCB:UCC-5a (Rev. 11-72) 1 Page \_\_\_\_ of \_\_\_\_  
Important: Read Instructions on Back Before Filling Out Form.

2. Debtor(s) (Last Name First and Address(es))	3. Secured Party(ies) Name(s) and Address(es)	4. For Filing Officer
Ultraviolet Purification Systems, Inc. 299 Adams Street Bedford Hills, NY 10507	Meridian Bank 5 Penn Center Plaza Philadelphia, PA 19103 ATTN: Phyllis Briley-Geiser	

5. This additional sheet covers the following additional types (or items) of property:

A. All of Debtor's existing and future inventory, wherever located, documents of title, accounts, accounts receivable, contract rights, articles of intangible personal property sold, supplied or otherwise disposed of and represented by an account, guaranties of Debtor's accounts and contract rights; goods or services, the sale or performance of which gave rise to any account of Debtor, including any returned goods; and all of Debtor's existing and future general intangibles, including, but not limited to, choses in action, customer lists, books, records, rights in franchises, sales, contracts and licenses, litigation claims, tax refunds, returns and unearned insurance premiums, patents, patent rights and applications therefor, trademarks and registrations or applications therefor, software or computer programs, license rights, trade secrets, methods, processes, know-how, drawings, specifications, descriptions and all memoranda, notes and records with respect to any research and development. In addition, the above property includes all afteracquired property and proceeds and products of the foregoing, including without limitation proceeds of insur-

PRINTED FOR AND SOLD BY JOHN E. CLARK CO. 1326 WALNUT ST., PHILADELPHIA, PA. 19107

Uniform Commercial Code—ADDITIONAL SHEET—Form DSCB:UCC-5a (Rev. 11-72) 1. Page \_\_\_\_ of \_\_\_\_  
important: Read Instructions on Back Before Filling Out Form.

2. Debtor's (Last Name First) and Address(es):	3. Secured Party's (Name(s) and Address(es):	4. For Filing Officer:
Ultraviolet Purification Systems, Inc. 299 Adams Street Bedford Hills, NY 10507	Meridian Bank 5 Penn Center Plaza Philadelphia, PA 19103 ATTN: Phyllis Briley-Geiser	

5. This additional sheet covers the following additional types for items of property:

B. All of Debtor's existing and future machinery, appliances, equipment, furnishings, furniture and fixtures together with all increases, parts, fittings, accessories, equipment, special tools, renewals and replacements of all proceeds of any of the above including all rights to, in and under, and all amounts or property payable to or received or receivable by the Debtor under or in connection with, any lease, contract, sale exchange, insurance policy, condemnation or requisition proceeding of other voluntary or involuntary disposition or loss thereof (the foregoing shall not imply any authorization for any such sale or disposition without Secured Party's consent).

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275321

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ULTRAVIOLET PURIFICATION SYSTEMS, INC.

Address 3 St. Ives Drive, Severna Park, MD 21146

2. SECURED PARTY

Name Meridian Bank

Address 5 Penn Center Plaza

Philadelphia, PA 19103 ATTN: Phyllis Briley-Geiser

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Lesser & Kaplin, P.C., 640 Six Sentry Parkway, Blue Bell, PA 19422

3. Maturity date of obligation (if any) ATTN: Pamela Bayless

4. This financing statement covers the following types (or items) of property: (list)

Debtor hereby grants to Secured Party a security interest in all of Debtor's existing and future inventory, vehicles, documents of title, accounts, general intangibles, contract rights, supplies, machinery, appliances, equipment, furnishings, furniture, instruments, chattel paper, goods and fixtures wherever located, as more particularly described in UCC-5(a) attached.

CHECK THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☒ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

3 St. Ives Drive  
Severna Park, MD 21146

RECORD FEE 11.00  
POSTAGE .50  
#238320 0040 004 109:56  
11/16/88

☒ (Proceeds of collateral are also covered)  
☒ (Products of collateral are also covered)

Clerk of Circuit Court  
Anne Arundel County

*Anthony F. Bellia*  
(Signature of Debtor)

ANTHONY F. BELLIA  
Type or Print Above Signature on Above Line

(Signature of Debtor)  
Ultraviolet Purification Systems, Inc.  
Type or Print Above Signature on Above Line

(Signature of Secured Party)  
Meridian Bank  
Type or Print Above Name on Above Line

11-50

Uniform Commercial Code — ADDITIONAL SHEET — Form DSCB:UCC-5a (Rev. 11-72) 1. Page \_\_\_\_ of \_\_\_\_  
Important: Read Instructions on Back Before Filling Out Form.

2. Debtor(s) (Last Name First) and Address(es):  Ultraviolet Purification Systems, Inc. 299 Adams Street Bedford Hills, NY 10507	3. Secured Party(ies) Name(s) and Address(es):  Meridian Bank 5 Penn Center Plaza Philadelphia, PA 19103 ATTN: Phyllis Briley-Geiser	4. For Filing Officer:
--	--	------------------------

5. This additional sheet covers the following additional types (or items) of property:

A. All of Debtor's existing and future inventory, wherever located, documents of title, accounts, accounts receivable, contract rights, articles of intangible personal property sold, supplied or otherwise disposed of and represented by an account, guaranties of Debtor's accounts and contract rights; goods or services, the sale or performance of which gave rise to any account of Debtor, including any returned goods; and all of Debtor's existing and future general intangibles, including, but not limited to, choses in action, customer lists, books, records, rights in franchises, sales, contracts and licenses, litigation claims, tax refunds, returns and unearned insurance premiums, patents, patent rights and applications therefor, trademarks and registrations or applications therefor, software or computer programs, license rights, trade secrets, methods, processes, know-how, drawings, specifications, descriptions and all memoranda, notes and records with respect to any research and development. In addition, the above property includes all afteracquired property and proceeds and products of the foregoing, including without limitation proceeds of insur-

Uniform Commercial Code — ADDITIONAL SHEET — Form DSCB:UCC-5a (Rev. 11-72) 1. Page \_\_\_\_ of \_\_\_\_  
Important: Read Instructions on Back Before Filling Out Form.

2. Debtor(s) (Last Name First) and Address(es):  Ultraviolet Purification Systems, Inc. 299 Adams Street Bedford Hills, NY 10507	3. Secured Party(ies) Name(s) and Address(es):  Meridian Bank 5 Penn Center Plaza Philadelphia, PA 19103 ATTN: Phyllis Briley-Geiser	4. For Filing Officer:
--	--	------------------------

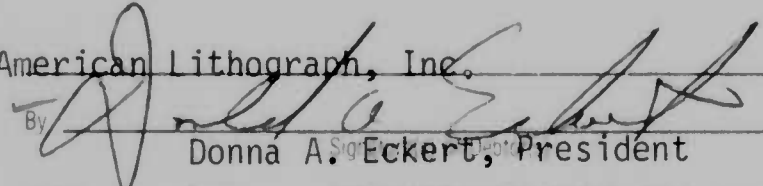
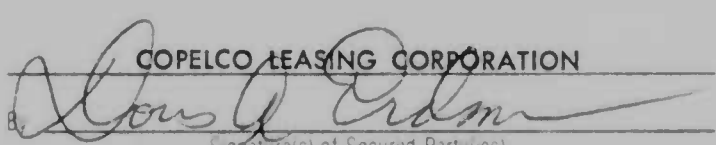
5. This additional sheet covers the following additional types (or items) of property:

B. All of Debtor's existing and future machinery, appliances, equipment, furnishings, furniture and fixtures together with all increases, parts, fittings, accessories, equipment, special tools, renewals and replacements of all proceeds of any of the above including all rights to, in and under, and all amounts or property payable to or received or receivable by the Debtor under or in connection with, any lease, contract, sale exchange, insurance policy, condemnation or requisition proceeding of other voluntary or involuntary disposition or loss thereof (the foregoing shall not imply any authorization for any such sale or disposition without Secured Party's consent).



534 325

275325

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented <u>11/8/88</u>	3 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First) and Address(es) <b>American Lithograph, Inc. 611 N. Hammonds Ferry Rd. Linthicum Heights, MD 21090</b>	2 Secured Party(ies) Name(s) and Address(es) <b>COPELCO LEASING CORPORATION ONE MEDIQ PLAZA PENNSAUKEN, NEW JERSEY 08110</b>	4 For Filing <b>RECORD FEE</b> No. Filing <b>11400</b> <b>#239500 1040 R04 T10:17</b> <b>11/16/88</b>	
5 This Financing Statement covers the following types (or items) of property: <b>Vendor: Capital Forklift Nissan Forklift w/longreach clamp</b>		6 Assignee(s) of Secured Party and Address(es) <b>The Philadelphia National Bank Broad &amp; Chestnut Street Phila., PA 19101 Agent/Secured Party for banks under 2-24-86 Security Agreement</b>	
<input checked="" type="checkbox"/> Products of the Collateral are also covered <b>LEASE NO. 0-10447-0</b>		7 <input type="checkbox"/> The described crops are growing or to be grown on <input type="checkbox"/> The described goods are or are to be affixed to <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on *(Describe Real Estate in Item 8)	
8 Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records <b>This is a conditional sale contract and is not subject to recordation tax. The seller(secured party)is taking a security interest in the listed equipment.</b>		9 Name of a Record Owner	
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this state, or <input type="checkbox"/> when the Debtor's location was changed to this State		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean <input type="checkbox"/> Consignee(s) and Consignor(s) or <input checked="" type="checkbox"/> Lessee(s) and Lessor(s)	
By <u></u> <b>Donna A. Eckert, President</b>		By <u></u> <b>COPELCO LEASING CORPORATION</b> <b>DORIS A. ERDMAN, Asst. Sec'y.</b>	
(5/83) <b>STANDARD FORM—FORM UCC-1—Approved by The Secretary of The Commonwealth of Pennsylvania</b> <b>(1) FILING OFFICER COPY - NUMERICAL</b>			

534 326

275326

This FINANCING STATEMENT is presented to a Filing Officer <u>Co</u> for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented: <u>11/8/88</u>	3 <input type="checkbox"/> The Debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es): <b>Copelco Leasing Corporation One MEDIQ Plaza Pennsauken, New Jersey 08110</b>	2. Secured Party(ies) Name(s) and Address(es): <b>The Philadelphia National Bank Broad &amp; Chestnut Street, Philadelphia, PA 19101, Agent/ Secured Party for Banks under 2-24-86 Security Agreement</b>	4. For Filing Officer, Date, Time, No. Filing Office: <b>RECORD FEE 11.00 POSTAGE .50 #239510 C040 R04 T10:34</b>	
5. This Financing Statement covers the following types (or items) of property: <b>Equipment Location:</b> <b>American Lithograph, Inc. 611 N. Hammonds Ferry Rd. Linthicum Heights, MD 21090 Vendor: Capital Forklift Nissan forklift w/longreach clamp <input type="checkbox"/> Products of the Collateral are also covered. <b>Lease No. 0-10447-0</b></b>		6. Assignee(s) of Secured Party and Address(es): <b>11/16/88</b>	
8. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records.		9. Name of a Record Owner: <b>0-10447-0</b>	
This is a conditional sale contract and is not subject to recordation tax. The seller(secured party) is taking a security interest in the listed equipment.			
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the Collateral was brought into this state, or <input type="checkbox"/> when the Debtor's location was changed to this State		11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)	
By <u><i>[Signature]</i></u> <b>Copelco Leasing Corporation</b> <b>Doris A. Erdman, Asst. Sec.</b>		By <u><i>[Signature]</i></u> <b>The Philadelphia National Bank</b> <b>Harry B. [Signature], Vice President</b> (Required only if item 10 is checked)	
(5/83) <u>11-80</u> STANDARD FORM—FORM UCC-1—Approved by The Secretary of The Commonwealth of Pennsylvania			

BOOK 534 327

885106214X

## UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book 519Page 565

Identification No. \_\_\_\_\_

Dated October 9, 1987

## 1. Debtor(s)

Chandler Point Corporation  
Name or Names-Print or Type900 Ritchie Highway, Suite 201, Severna, MD 21146  
Address-Street No. City-County State Zip Code

## 2. Secured Party

Provident Bank of Maryland  
Name or Names-Print or Type114 E. Lexington Street, Baltimore, MD 21202  
Address-Street No. City-County State Zip Code

## 3. Maturity Date (if any) \_\_\_\_\_

RECORD FEE 10.00  
POSTAGE .50

## 4. Check Applicable Statement:

#228480 C777 R03 T10:07

CK 11/16/88

A. Continuation.....( )  
The original financing statement  
between the foregoing Debtor and  
Secured Party, bearing the file  
number shown above, is still  
effective.

B. Partial Release.....(X)  
From the collateral described in  
the financing statement bearing  
the file number shown above, the  
Secured Party releases the  
following:

C. Assignment.....( )  
The Secured Party certifies that the  
Secured Party has assigned to the  
Assignee whose name and address is  
shown below, Secured party's right  
under the financing statement  
bearing the file number, shown  
above in the following property:

D. Other:.....( )  
(Indicate whether amendment,  
termination, etc.)

Lot Number 4 & 46 as shown on the Plat entitled "Chandler Point at  
Water Oak Forest which Plats are recorded among the Land Records of  
Anne Arundel County in Plat Book 107, Folio 39 through 45 inclusive.

Dated November 8, 1988

PROVIDENT BANK OF MARYLAND

By: Alex J. Guggenheim  
(Signature of Secured Party)Alex J. Guggenheim, Vice President  
Type or Print Above Name on Above Line

534 328

275327

FINANCING STATEMENT

1. X To Be Recorded in the Land Records and Financing Statement Records of Anne Arundel County, Maryland.
2.        To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
3.        Not Subject to Recordation Tax.
4. X Recordation Tax has been paid on the principal amount of \$50,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. <u>Debtor Name</u>	<u>Address</u>
Marie G. Connell	861 Woodmont Road Annapolis, Maryland 21401

6. <u>Secured Party</u>	<u>Address</u>	RECORD FEE 13.00 POSTAGE .50 #228670 0777 R03 T10:43
The Annapolis Banking and Trust Company	Church Circle Annapolis, Maryland 21401	

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated November 10<sup>th</sup> 1988 from Debtor to John M. Suit, II and David D. Truitt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof. 11/15/88

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that, pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

534 329

DEBTOR:

SECURED PARTY:

THE ANNAPOLIS BANKING AND  
TRUST COMPANY

*Marie G. Connell*  
MARIE G. CONNELL (SEAL)

BY: *[Signature]* (SEAL)  
JOHN M. SUIT, II  
Executive Vice President

Mr. Clerk: Please return to William H. Buck, P.O. Box 1911,  
Annapolis, Maryland 21404.



534 330

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot Number 37, in Section 20, as shown on the Plat of Bay Ridge duly recorded among the Plat Records of Anne Arundel County in Plat Book 1, folio 6.

BEING the same property conveyed to Marie G. Connell from Marie G. Connell former President and sole Director of Marie Connell, Inc., a Maryland Corporation by deed dated August 9, 1984, recorded among the Land Records of Anne Arundel County in Liber 3806, folio 187.

SUBJECT, HOWEVER, to an easement over a five foot strip of land to the rear line of said lot for a purpose of drains, water mains, gas line, poles to carry wires or conduits for wires, etc.

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P. O. BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263-8655

275328

This <b>FINANCING STATEMENT</b> is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) DSC Venture, a joint venture of Hutton Asset Recovery Fund and DRA Management, Inc. 1331 Lamar Street, Suite 1250 Houston, Texas 77010	2. Secured Party(ies) and address(es) Security Pacific Business Credit Inc. One East 22nd Street, Suite 220 Lombard, Illinois 60148	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: All of Debtor's now-owned or hereafter acquired cranes, towers, ringers, inventory, equipment, furniture, fixtures, accounts receivable, general intangibles, lease agreements, cash collateral and all products and proceeds thereof, all as more fully described in Exhibit "A" attached hereto and made a part hereof; and Secured Party owns and has leased to Debtor the Cranes, Towers, and Ringers described on Exhibit "B" attached hereto, and claims an interest in the accounts receivable, lease agreements, and all other proceeds thereof.		5. Assignee(s) of Secured Party and Address(es)
9.00 <b>VALUE: \$115,000.00</b> 05.00 <b>RECORDATION TAX: \$805.00</b>		RECORD FEE 19.00 RECORD TAX 805.00 POSTAGE .50 #228800 0777 R03 T11:03 11/16/88
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.		Filed with: <b>ANNE ARUNDEL COUNTY - MARYLAND</b> <del>SECRETARY OF STATE</del>
Check <input checked="" type="checkbox"/> if covered. <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented: 3		
DSC Venture, a joint venture of Hutton Asset Recovery Fund and DRA Management, Inc.		Security Pacific Business Credit Inc.
By: <u>[Signature]</u> (Title) <u>Gen. Partner</u>	By: <u>[Signature]</u> (Title) <u>Asst. P.</u>	
Signature(s) of Debtor(s)		Signature(s) of Secured Party(ies)
(1) Filing Officer Copy-Alphabetical		STANDARD FORM - FORM UCC-1. (For Use in Most States)

EXHIBIT "A"

All of Debtor's inventory of every kind and description, now owned by Debtor, including, but not limited to, all Cranes (as more particularly described in the Amended Loan and Security Agreement between Debtor and Secured Party (the "Loan Agreement"); all spare parts and supplies, all job files, drawings, plans, specifications, engineering data, proprietary rights, technical information and data, contracts and other records concerning past, present and future jobs and customer or client lists; all occupational, professional and other licenses and permits issued by governmental and regulatory bodies to Debtor; all present and hereafter acquired additions, accessions, attachments and improvements thereto or thereon of whatever kind or nature; all present and future proceeds and products thereof; all inventory returned to, repossessed, reclaimed, replevined, sequestered or stopped in transit by Debtor; and all rights of Debtor as an unpaid vendor in any of the foregoing.

All vehicles, office furniture, furnishings, fixtures and supplies, machinery and equipment now owned by Debtor, and all present and hereafter acquired proceeds, products, replacements, substitutions, accessions, additions and improvements to any of the foregoing.

All the Debtor's presently existing and hereafter acquired accounts, contract rights, causes of action, instruments, documents, chattel paper, choses, general intangibles (including, but not limited to, tax refunds), in connection with the Cranes, inventory or equipment; all now owned or at any time hereafter acquired lease agreements between Debtor as lessor and others as lessees under which the Cranes, the HARF Cranes (as described in the Loan Agreement), inventory or equipment is leased, and all amendments and renewals thereof and supplements thereto, including, without limitation, the lease agreements; all rents, payments and other sums now or hereafter payable to Debtor by the lessees under said leases; all other forms of obligations owing to Debtor and all guarantees and security therefor in connection with the Cranes, inventory or equipment; all rights to payment of any kind or nature in connection with the Cranes, inventory or equipment; and all of Debtor's books relating to the foregoing.

All of Debtor's cash collateral, including cash, negotiable instruments, documents of title, securities, deposit accounts, letters of credit, certificates of deposit, cash investments and all other cash equivalents, including, but not limited to, the Credit Balance as provided in the Loan Agreement between Debtor and Secured Party, arising in connection with the herein specified collateral and whether or not in the possession or under control of Secured Party, Debtor or others.

All accessions to the herein specified collateral and proceeds thereof, including, but not limited to, proceeds of insurance covering the collateral and of any and all proceeds or other tangible and intangible property resulting from the sale or other disposition of the collateral, and all of Debtor's books relating to the foregoing, but excluding hereafter acquired inventory, equipment, Cranes and other machinery, and all accounts, leases, contract rights, chattel paper and general intangibles relating thereto, and all additions, replacements, improvements, accessions and attachments thereto or thereon.

EXHIBIT "B"

BOOK 534 334


SPBC CRANES

<u>DESCRIPTION AND MANUFACTURER</u>	<u>MANUFACTURER'S SERIAL NUMBER</u>
One (1) crawler crane; The Manitowoc Co., Inc.	391221
One (1) crawler crane; The Manitowoc Co., Inc.	391228
One (1) crawler crane; The Manitowoc Co., Inc.	40695
One (1) crawler crane; The Manitowoc Co., Inc.	40714
One (1) crawler crane; The Manitowoc Co., Inc.	41651
One (1) crawler crane; The Manitowoc Co., Inc.	41693
One (1) tower; The Manitowoc Co., Inc.	13220
One (1) ringer; The Manitowoc Co., Inc.	10269



BOOK 534 PAGE 335

275323

This <b>FINANCING STATEMENT</b> is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Dayton-Scott Equipment Company 4645 Southwest Freeway, Suite 181 Houston, Texas 77027	2. Secured Party(ies) and address(es) DSC Venture, a Texas joint venture 1331 Lamar Street, Suite 1250 Houston, Texas 77010	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50 #228810 0777 R03 T11:04 11/16/88
4. This financing statement covers the following types (or items) of property: Debtor manages on behalf of Secured Party and Security Pacific Business Credit Inc. ("SPBC") certain cranes, towers and ringers (the "Cranes") pursuant to an "Amended and Restated Management Agreement between Debtor and Secured Party". The Cranes and all lease agreements related to the Cranes, as well as the proceeds thereof, are the property of either Secured Party or SPBC, and, in addition, SPBC has a security interest in the Cranes, lease agreements and proceeds owned by Secured Party.  <b>THIS UCC-1 FINANCING STATEMENT IS FOR NOTICE PURPOSES ONLY.</b>		5. Assignee(s) of Secured Party and Address(es) 

**RECORDATION TAX NOT REQUIRED.**

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☒ Products of Collateral are also covered. No. of additional Sheets presented:

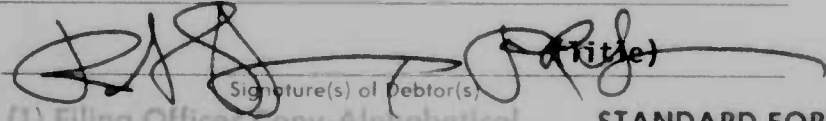
Filed with:

ANNE ARUNDEL COUNTY - MARYLAND

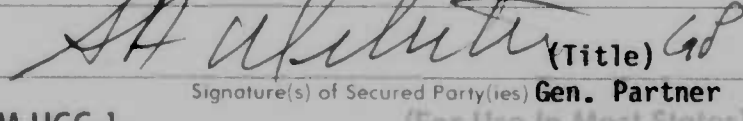
Dayton-Scott Equipment Company

DSC Venture, a Texas joint venture

By:

  
Signature(s) of Debtor(s)

By:

  
Signature(s) of Secured Party(ies) **Gen. Partner**

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

Registered, Inc.  
514 E. 10th St.  
P.O. Box 218  
Annapolis, MD 21403  
(410) 421-1713

534 336

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 875330

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

CONTRACT # 29820 -8816063

1. DEBTOR

Name JEFFREY A. KRAUSS

Address 6390 FRANKLIN GIBSON RD, TRACY'S LANDING, MD 20779

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.

Address 15410 CHRYSLER DRIVE

UPPER MARLBORO, MD 20772

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 KUBOTA L2250 TRACTOR, SERIAL #55568

1 BEFCO C25 FINISH MOWER, SERIAL #116462

1 PITTSBURGH 900 BLADE, SERIAL #1004122

Name and address of Assignee  
KUBOTA CREDIT CORPORATION  
P.O. Box 105598  
Atlanta, GA 30348-5598

RECORD FEE 11.00  
POSTAGE .50  
#228910 0777 R03 T11:16  
11/16/88

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

1150  
Jeffrey A. Krauss  
(Signature of Debtor)

JEFFREY A. KRAUSS

Type or Print Above Name on Above Line

(Signature of Debtor)

Larry E. Groff  
(Signature of Secured Party)

LARRY E. GROFF

275331

BOOK 534 PAGE 337

- [ X ] Anne Arundel County Chattel  
Records  
[ ] Maryland State Department of  
Assessments and Taxation

FINANCING STATEMENT

1. Debtor:

LEONARD'S MOVERS CORPORATION

Address:

7155 Furnace Branch Road  
Glen Burnie, MD 21061

2. Secured Party:

THE RIGGS NATIONAL BANK OF MARYLAND

RECORD FEE 11.00  
POSTAGE .50  
5515 Security Lane  
Rockville, MD 20852 11/16/88  
11/16/88

(a) All accounts receivable (accounts) in respect of any and all leases executed by the Debtor, as Lessor, on any part or parcel of Real Estate and the improvements located thereon, whether said accounts receivable are in existence or are hereafter created and the proceeds thereof; and

(b) All leases executed by Debtor, as Lessor, of any part or parcel of Real Estate and the improvements located thereon, whether said contract rights are in existence or created hereafter and the proceeds thereof; and

(c) All contract rights and accounts receivable (accounts) and general intangibles in respect of or in anywise relating to the operation of the Debtor's business including, but not limited to all contract deposits or payments relating thereto or any part thereof.

3. Proceeds and products of collateral are covered hereunder.

4. This Financing Statement is not subject to recordation taxes imposed by Section 12-102, Tax Property, Annotated Code of Maryland (1986).

DEBTOR:

LEONARD'S MOVERS CORPORATION

11/50  
BY: Charles W. Thomas Pres. (seal)

Charles W. Thomas, President

Ann  
Arundel

BOOK 534 PAGE 338

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

275332

DATE: July 18, 1988

(P) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_  
Taxable Amount of Debt \$ \_\_\_\_\_

NAME OF DEBTOR (S):

ADDRESS: John W. Frost  
AnnB. Frost  
Joyce Lane  
Arnold, MD 21012

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

A 1/4 unit in the Limited Partnership in the American Beeper Associate, Partnership

RECORD FEE 12.00  
POSTAGE .50  
#228990 0777 R03 111:20  
11/16/88

DEBTOR(S):

(Company Name)  
BY: John W. Frost  
BY: Ann B. Frost  
Ann B. Frost

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: John M. Crook  
(Authorized Signature)  
John M. Crook  
Senior Vice President  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

12.50

A. A. Co.

BOOK 534 PAGE 339

275333

## FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) Chesapeake Sprinkler Company, Inc. 7221 Grayburn Drive Glen Burnie, Maryland 21061	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Gloria Bolton Commercial Loans Return to Secured Party
--	---

3. This Financing Statement covers the following types (or items) of property:

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

☒ A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Sprinkler Construction (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

☐ B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

☐ C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

☐ D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

☐ E. Other.

RECORD FEE 11.00  
RECORD TAX 105.00  
POSTAGE .50

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)

Principal amount of debt initially incurred is: \$ 15,000.00

DEBTOR:

Chesapeake Sprinkler Company, Inc.

(Type Name)

By: David J. Anderson  
David J. Anderson VP Construction

By: \_\_\_\_\_

SECURED PARTY:

SIGNET BANK/MARYLAND

By: Gerald A. Muccioli  
Gerald A. Muccioli, Assistant Vice President  
(Type Name)By: 11/16/88 19\_\_\_\_  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.

11  
105  
.50

0012-1671-0986/4

Rec'd 9/2 11-10-88



To be filed in Financing Records  
of Anne Arundel County

## FINANCING STATEMENT

Check below if goods are  
or are to become fixtures.

☐ TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use

File No. \_\_\_\_\_

Date & \_\_\_\_\_

Hour \_\_\_\_\_

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any) November 9, 1988

Name(s) of Debtor(s) or assignor(s)  
(Last Name First)

No.

Street

City

State

Webster, Paul R.

515 S. Camp Meade Rd., Linthicum, MD 21090

PRW Enterprises, Inc.

515 S. Camp Meade Rd., Linthicum, MD 21090

Name of Secured Party or assignee

No.

Street

City

State

Lindy's Pharmacy, Inc.

7614

Labyrinth Rd., Baltimore, MD 21208

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

Stock

Inventory

Accounts Receivable

Agreement of Lease with Shipley-Linthicum Shopping Center, Inc.

Fixtures

See also Schedule "A" attached hereto

RECORD FEE 12.00  
POSTAGE .50  
#321550 0237 R02 T11:41  
11/16/88

RETURN TO:

(If affixed to realty—state value of each article)

CHECK ☒ THE LINES WHICH APPLY

2. ☐ If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
3. ☐ If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
4. ☐ Proceeds of collateral are also covered: ☐ Products of collateral are also covered:
5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement is *is not* subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

PRW Enterprises, Inc. et al

By: Paul R. Webster, President

Paul R. Webster

(Type or print name under signature)

Lindy's Pharmacy, Inc. (Seal)  
(Corporate, Trade or Firm Name)

By: Louis Lindenbaum, President

Signature of Secured Party or Assignee

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

Jack R. Cooper, Esq.  
3454 Ellicott Center Drive  
Suite 101  
Ellicott City, Maryland 21043  
Phone: 301/465-5822

12:50

EXHIBIT A

Troemmer Balances- Class B Serial # 970  
 Class A Serial # 322500320

Prescription Shelving units-  
 1 48 72 6 1/2  
 3 @ 48w x 83h x 17d

Refrigerator; Summit Model CT-50A Serial #

Typewriter- Royal Manual

Calculator- Sharp EL1197 Electric

Pharmacy Counter- 140 x 67 x 37 1/2 31 drawers

Pharmacy Register Ctr.- 140 x 36 x 33 34 drawers

mortars-glass-2 oz 8oz  
 ceramic-1oz 3oz 12oz

pestles-2 ceramic, one glass

graduated cylinders-500ml 250ml(2) 120ml 60ml(3) 30ml

Wall units-48 x 73 x 9 - 2  
 72 x 73 x 13 - 5  
 48 x 84 x 9 - 3  
 60 x 84 x 9 - 1  
 48 x 84 x 13 - 5

Cash Register TEC Model MA-1215 No. 045348

Sanyo Electronic ECR270 Serial #43800762

Chrysler Airtemp Air Conditioning Unit-Model #1008-1 Serial #5115186

Reznor Unit Heater-Serial #364A895 Model #US-130  
 364A894 US-130

Card Racks-8-48h x 48w  
 1-End Unit  
 4-60h x 48w

Cigar Rack-Glass enclosed, humidified-46h x 72w

Front register cabinet-39h x 72w  
 (1 sided)  
 54h x 48w x 12d (2 sided)-3  
 54h x 36w x 12d (2 sided)-2

Glass wall case-70w x 50h x 5.5d  
 floor-48 x 39 x 20  
 36.5 x 33 x 22.5  
 59 x 39 x 20

Motorized jewelry case-32 x 38 x 22

Fire Extinguisher-?DC-275 Amer. LaFrance

Safe-Sentry 14d x 18w x 24h

This <b>STATEMENT</b> is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
1. Debtor(s) (Last Name First) and address(es) Banks, Nicholas Willow Oak Farm P. O. Box 4216 Highway 770 Eden, NC 27288	2. Secured Party(ies) and address(es) First Commercial Corp 200 Sheffield St. Mountainside, N. J. 07092 295190	RECORD FEE 10.00 POSTAGE .50 #229420 C777 R03 T11:48 11/16/88
4. This statement refers to original Financing Statement bearing File No. <u>214430</u> Filed with <u>Anne Arundel Cty/MD</u> Date Filed <u>October 25</u> 19 <u>88</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10. The boat as described in the original UCC filing is assigned. Assigned To: Midlantic National Bank 2 Broad St. Bloomfield, N. J. 07003		
No. of additional Sheets presented:		
By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).		First Commercial Corp. By: <u>Charlotte Brozek agent</u> Signature(s) of Secured Party(ies) Charlotte Brozek/Agent
(1) Filing Officer Copy - Alphabetical		STANDARD FORM - FORM UCC-3 10.50

BOOK 534 343

275335

## FINANCING STATEMENT

1. ☐ To be recorded in the Land Records.
2. ☒ To be recorded among the Financing Statement Records.
3. ☒ Not subject to Recordation Tax.
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.
5. Debtor(s) Name(s) \_\_\_\_\_ Address(es) \_\_\_\_\_
- Maryland Products Company, Inc. 611 E. Hammonds Ferry Road  
Linthicum, Maryland 21090
6. Secured Party \_\_\_\_\_ Address \_\_\_\_\_
- Equitable Bank, National Association 100 S. Charles St.  
Attention: Debra Grimm Baltimore, Maryland 21201  
Documentation Assistant
7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:
- ☒ A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- ☒ B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- ☒ C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- ☒ D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- ☐ E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- ☐ F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- ☐ G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.
9. ☐ All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors Maryland Products Company, Inc.

BY: James E. O'Malley (Seal)  
James E. O'Malley, President

(Seal)

(Seal)

(Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

11-1-88

Form 609 (7/82)

WHEN RECORDED RETURN TO  
AUTOMATED TITLE, INC.  
204 E. LOMBARD ST., 3RD FLOOR WEST  
BALTO., MD 21202

RECORD FEE 11.00  
POSTAGE .50  
#412230 C345 R01 T14#04

BOOK 534 PAGE 344

275336

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)

Nancy C. Matuszewski  
417 Sodbury Road  
Linthicum, MD 21090

2 Secured Party(ies) and address(es)

Riviera Associates, LTD  
c/o CDC Equity Corporation  
17 Talcott Notch Road  
Farmington, CT 06032

3 Maturity date (if any):

For Filing Office, Date, Time, and Office  
Number, and Office

11.00  
POSTAGE  
#235530 C040 R04 T11:41  
11/16/88

4 This financing statement covers the following types (or items) of property:

All of the Debtor's Limited Partnership interest  
in the Secured Party and any successor, and all  
proceeds or any distributions thereof.

5 Assignee(s) of Secured Party and  
Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.  
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

CDC Equity Corporation, per Power of  
Attorney

CDC EQUITY CORP., A General Partner

By: Steven Reis  
Signature(s) of Debtor(s)

Title

By: Steven Reis  
Signature(s) of Secured Party(ies)

Title

Managing  
Director

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)



\*\*\*\*\*CROSS INDEX INTO FINANCE\*\*\*\*\*

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

☒ TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use
File No. _____
Date & Hour _____

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
File Number of original Financing Statement LIBER 492 PAGE 15  
Date of Filing 11/21/85 Record Reference 259312  
Maturity date (if any) \_\_\_\_\_

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
<u>Simms, Marion</u>		<u>1556 Matthewstown Road</u>	<u>Hanover</u>	<u>Maryland</u>
<u>Simms, Laverna</u>				

Name of Secured Party or assignee	No.	Street	City	State
<u>Griffith Consumers Company</u>	<u>2510</u>	<u>Schuster Dr.</u>	<u>Cheverely</u>	<u>Maryland</u>

CHECK APPLICABLE STATEMENT

- ☐ CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- ☒ TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- ☐ RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ☐ ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- ☐ OTHER

RETURN TO:

RECORD FEE 10.00  
POSTAGE .50  
#239640 C040 R04 T11:55  
TW 11/16/85

Debtor(s) or assignor(s) \_\_\_\_\_ Griffith Consumers Company (Seal)  
(Corporate, Trade or Firm Name)  
\_\_\_\_\_  
Signature of Secured Party or Assignee  
\_\_\_\_\_  
Vice Pres.  
(Type or print name under signature) (Owner, Partner or Officer and Title)  
(Signatures must be in ink)

BOOK 534 346

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275337

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Charles B. Adams

Address 1300 Defense Hwy. Gambrills, Md. 21054

2. SECURED PARTY

Name Guy Brothers Impl.

Address Rt 234 Clements, Md. 20624

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1-MF 10204WD Tractor S# 42151  
1-MF 1014 Loader S# 1376  
1-MF 1001 Rotorator S# 1210  
1-MF 1051 Mower S# 1400

Name and address of Assignee  
Agricredit Acceptance Corporation  
P.O. Box 10357  
Des Moines, Iowa 50306-0357

RECORD FEE 11.00

POSTAGE .05

POSTAGE .45

#239670 0040 R04 T12104

11/16/83

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

X Charles B. Adams  
(Signature of Debtor)

Charles B. Adams  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Guy Bros. Impl. C.P. Guy  
(Signature of Secured Party)

Guy Bros. Impl. C.P. Guy  
Type or Print Above Signature on Above Line

40-19014-8865924 RJ  
Anne Arundel Co

## STATE OF MARYLAND

## FINANCING STATEMENT FORM UCC-1

BOOK 534 PAGE 347

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Charles B. AdamsAddress 1300 Defense Hwy. Gambrills, Md. 21054

## 2. SECURED PARTY

Name Guy Brothers Impl.Address Rt 234 Clements, Md. 20624

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1- MF10204WD Tractor S# 42151  
1- MF 1014 Loader S# 1376  
1- MF 1001 Rotavator S# 1210  
1- MF 1051 Mower S# 1400

Name and address of Assignee

Agricredit Acceptance Corporation  
P.O. Box 10357  
Des Moines, Iowa 50306-0357

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

X Charles B. Adams  
(Signature of Debtor)

Charles B. Adams  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Guy Bros. Impl. C.P. Guy  
(Signature of Secured Party)

Guy Bros. Impl. C.P. Guy  
Type or Print Above Signature on Above Line

## STATE OF MARYLAND

BOOK 534 PAGE 348

## FINANCING STATEMENT FORM UCC-1

Ide

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 25,267.00

If this statement is to be recorded in land records check here. ☐TAX BEING PAID IN THE AMOUNT OF \$83.38 TO SECRETARY OF STATE MARYLAND.  
This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name The Laurel East Motel, A Limited Partnership dba Knights Inn  
Address 3380 Fort Meade Road Laurel, MD 20707

## 2. SECURED PARTY

Name Sanwa Business Credit Corporation  
Address One South Wacker Drive  
Chicago, IL 60606  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_
4. This financing statement covers the following types (or items) of property: (list)

See attached exhibit A for property description

~~RECORDATION TAX XXXXX STATE TAX XXXXX DEBT XXXXX ASSESSMENTS XXXXX TAXATION~~

Filed With: Ann Arundel County, MD

This financing statement involves a consideration in excess of \$200.00  
CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

716-157

- ☒ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

See Attached Exhibit B  
real estate description

- ☒ (Proceeds of collateral are also covered)
- ☒ (Products of collateral are also covered)

RECORD FEE 36.00  
RECORD TAX 178.50  
POSTAGE .50  
M239760 0040 R04 112:19  
11/16/88

LEONA M. ARSENAULT., V.P.

(Signature of Debtor)

The Laurel East Motel, A Limited Partnership

By: Cardinal Industries, Inc., General Partner

Type or Print Above Name on Above Line

(Signature of Debtor)

ALBERT GOLMBSKI, V.P.  
Sanwa Business Credit Corporation

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF THAT CERTAIN UCC FILING  
WITH SANWA BUSINESS CREDIT CORPORATION AS SECURED PARTY AND  
The Laurel East Motel A LIMITED PARTNERSHIP, AS DEBTOR

Any and all of the following property Debtor, whether now owned or existing or hereafter coming into existence and acquired, and all accessories, parts, equipment and other property now or hereafter affixed thereto or used in connection therewith: (i) all energy management systems manufactured by M.G.I., Inc., all property management systems manufactured by M.G.I., Inc., all call accounting systems manufactured by M.G.I., Inc., all outdoor stationary signs (and all poles, sign faces and other parts thereof) manufactured by Artglow Sign Company or Howard Sign Company; (ii) all other equipment and other property of Debtor of whatever kind or description at any time identified on one or more schedules executed by Debtor and delivered to Secured Party pursuant to a Security Agreement between Debtor and Secured Party; (iii) all substitutions and replacements of any of the foregoing; and (iv) all proceeds of any of the foregoing. A schedule of the collateral is available at the offices of Secured Party for inspection upon request.

The Laurel East Motel, A Limited Partnership

Joseph L. Cunningham V.P.  
CARDINAL INDUSTRIES, INC., General Partner



BOOK 534 350

EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF THAT CERTAIN UCC FILING  
WITH SANWA BUSINESS CREDIT CORPORATION AS SECURED PARTY AND  
The Aqueduct Motel, A LIMITED PARTNERSHIP, AS DEBTOR

Re

Exhibit "A"

#127

ALL that lot or parcel of land situate, lying and being in the Fourth District  
of Anne Arundel County, State of Maryland and being more particularly described  
in Exhibit A, attached hereto and made a part hereof.

Lot 1 as shown on the plat entitled "Minor Subdivision  
Plat Lot 1 and Residue Parcel of Parkway Crossing, Inc." dated  
November, 1986, recorded among the Plat Records of Anne Arundel  
County, Maryland in Plat Book No. 106, Page 33.

JOHN E. HARMS, JR. AND ASSOCIATES, INC. Consulting Engineers - Architects - Surveyors

PASADENA, MARYLAND

12/2/86  
RK/ss  
Revised  
8/26/87BOUNDARY DESCRIPTION OF LOT 1  
PARKWAY CROSSING INC.  
FOURTH DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a point located on the centerline of Schmier Road, said point located South 43 degrees 54 minutes 25 seconds East 144.34 feet from the beginning of the Sixth or South 43 degrees 54 minutes 28 seconds East 556.08 foot line of a Deed of Agreement between Maryland Escrow, Inc., Joint Venture No. 2 and Parkway Crossing, Inc., Exhibit "A" recorded among the Land Records of Anne Arundel County, Maryland in Liber 4102, Folio 19,

THENCE binding on part of the South 16 degrees 25 minutes 04 seconds West 468.21 foot line being the West side of a future Right-of-Way 100 feet wide as shown on Record Plat entitled Plat of Minor Subdivision of Part of Maryland Escrow, Inc. recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 103 Page 30 and referring the courses of this description to the Maryland State Grid Meridian,

(1) South 16 degrees 25 minutes 04 seconds West 257.81 feet thence running Westerly for four (4) new lines of division establishing Lot 1 as shown on Minor Subdivision Plat Lot 1 and Residue Parcel of Parkway Corssing, Inc. dated January, 1987, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 106, Page 33,

(2) North 73 degrees 34 minutes 56 seconds West 246.10 feet, thence

BOOK 531 352

(3) With a curve to the left having a radius of 200.00 feet, an arc length of 83.42 feet and being subtended by a chord North 85 degrees 31 minutes 52 seconds West 82.82 feet, thence

(4) South 82 degrees 31 minutes 12 seconds West 243.00 feet, thence Northerly,

(5) North 07 degrees 28 minutes 48 seconds West 225.00 feet to the South side of Old Laurel-Fort Meade Road, (MD Rte 216) 60.00 feet wide and providing for a 10 foot wide widening strip running adjacent and parallel along the South side of said road,

(6) North 82 degrees 31 minutes 12 seconds East 575.14 feet to the centerline of Schmier Road 30 feet wide, thence Southeasterly along said centerline,

(7) South 43 degrees 54 minutes 28 seconds East 131.91 feet , to the point of beginning,

CONTAINING 3.634 acres of land, more or less,

BEING part of the Maryland Escrow, Inc. property deed recorded among the Land Records of Anne Arundel County, Maryland in Liber 2154, Folio 310,

SUBJECT to Utility Easements along Laurel Fort Meade Road,  
Liber 4250, Folio 858; 872-876  
Storm Water Management Easement  
Liber 4397, Folio 906

ALONG north side of Residue Parcel Liber 4305, Folio 611-616,  
Liber 4363, Folio 807,

SUBJECT to Utility Agreements (construct) Liber 4305, Folio 586;  
Liber 4250, Folio 832.

275315

## STATE OF MARYLAND

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
tion tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded  
in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

## 1. DEBTOR

Name Selling Retail International, Inc.Address P.O. Box 3093, Annapolis, Maryland 21403

## 2. SECURED PARTY

Name Diversified Leasing, Inc.Address 133 Defense Highway, Suite #207Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) Panther 612 Key Service unit  
Two (2) Panther 612 Speaker Phones  
One (1) Canon Fax CF350

Name and address of Assignee

EQUIPMENT IS LEASED. FILING FOR NOTIFICATION ONLY.

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)☒ (Products of collateral are also covered)

RECORD FEE 11.00

POSTAGE .50

#239020 0040 R04 T12431

11/16/00

Stuart R. Kagan, PRESIDENT  
(Signature of Debtor)

STUART R. KAGAN, PRESIDENT  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Thomas E. Myers O.M.  
(Signature of Secured Party)

Thomas E. Myers O.M.  
Type or Print Above Signature on Above Line

1150

## STATE OF MARYLAND

BOOK 534 PAGE 354

## FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name IIT RESEARCH INSTITUTE  
185 ADMIRAL COCHRANE DRIVE  
Address ANNAPOLIS, MD. 21401

## 2. SECURED PARTY

Name BANKERS LEASING ASSOCIATION, INC.  
155 REVERE DRIVE  
Address NORTHBROOK, IL 60062

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 7/7/99

4. This financing statement covers the following types (or items) of property: (list)

6 - IBM MODEL 70 COPIERS  
S/N: 0001465, 0021484, 0021495,  
0021678, 0021673, 0021458

Name and address of Assignee  
FIRST NAT'L BANK OF BLUE ISLAND  
13057 SOUTH WESTERN AVE.  
BLUE ISLAND, IL 60406

LEASE NOS. 880892, 880893, 880894,  
880895, 880896, 880897

SCHEDULES: 1 THRU 6

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) 11.00

POSTAGE .50

#237800 0040 NOV 11/12/88

11/16/88

☐ (Proceeds of collateral are also covered)☒ (Products of collateral are also covered)

(Signature of Debtor)

IIT RESEARCH INSTITUTE

Type or Print Above Name on Above Line

Burnes Thomas / sh

(Signature of Debtor)

BURNES THOMAS, DIRECTOR OF ADMINISTRATION

Type or Print Above Signature on Above Line

(Signature of Secured Party)

HERBERT E. MINDS, V.P.

Type or Print Above Signature on Above Line



MARYLAND FINANCING STATEMENT AMENDMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 529

Page No. 203

Identification No. 273807

Dated 7/7/88

1. Debtor(s) { Dental Crafters, Inc.  
Name or Names — Print or Type College Parkway Office Center  
584 Bellerive Drive, Suite 3B, Annapolis, Md. 21401  
Address — Street No., City - County State Zip Code

2. Secured Party { The First National Bank of Maryland  
Name or Names — Print or Type  
18 West Street, Annapolis, Maryland 21401  
Address — Street No., City - County State Zip Code

3. Maturity Date (if any)

4. The above referenced Financing Statement is amended as follows: (attach separate list if necessary)

Please change the address of the Debtor from:

360 Ritchie Highway  
Severna Park, Maryland 21146

To:

College Parkway Office Center  
584 Bellerive Drive  
Suite 3B  
Annapolis, Maryland 21401

RECORD FEE 10.00  
#240140 C040 R04 T14:10  
11/16/88

CK

DEBTOR  
Dental Crafters, Inc.  
(Signature)  
William E. George, Jr., Pres.  
Pamela K. George, Vice Pres.

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
(Signature of Loan Officer)  
Peggy A. Hall, Asst. Vice Pres.  
(Print Name and Title)  
18 West Street  
(Address)  
Annapolis, Maryland 21401

## FINANCING STATEMENT

File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Red's Dove, Inc.Address 2729 Solomons Island Road Edgewater, MD 21037

## 2. SECURED PARTY

Name Smithco Leasing, Inc.Address 2001 State Road Camp Hill, PA 17011

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Two (2) Terex model TS-14B Scrapers,  
S/N HS21219 & 21220

Name and address of Assignee

To record a lease only with title to be retained by Smithco Leasing, Inc.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00

POSTAGE .50

#240200 C040 R04 T14423

11/16/06

☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

(Signature of Debtor)

Red's Dove, Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Smithco Leasing, Inc.

Type or Print Above Signature on Above Line

STATE

534 357

FINANCING STATEMENT FORM UCC-1

Identifying File No. 10826

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1827.34

If this statement is to be recorded in land records check here. ☐

275318

This financing statement Dated SEPTEMBER 7, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GORDON NICHOLSON

Address 1755 VILLAGE SQUARE CT SEVERN MD 21144

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address 9418 ANNAPOLIS RD LANHAM MD 20706

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

CERTAIN HOUSEHOLD GOODS AND OTHER PERSONAL CONSUMER PROPERTY

Name and address of Assignee

(SANSUI STEREO SYSTEM 4 SPEAKERS 200.00 AMPLIFIER + CASSETTE) (HITACHI WIRELESS PHONE 300.00)  
(MAGNOVAX Floor model TV & EMERSON 19" TV 800.00)

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)

RECORD FEE 11.00  
RECORD TAX 14.00  
POSTAGE .50  
#240280 0040 R04 T14+32  
11/16/88

GORDON NICHOLSON  
Signature of Debtor

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

JOHN S. KERN  
Type or Print Above Signature on Above Line

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

## THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 500

Page No. 17

Identification No. 262681

Dated July 11, 1986

1. Debtor(s) { Archie Brown & Sons Incorporated  
Name or Names—Print or Type  
525 4th Street, Annapolis, Anne Arundel, MD 21403  
Address—Street No., City - County State Zip Code
2. Secured Party { Leach Credit Corporation  
Name or Names—Print or Type  
76 Western Avenue, Fond Du Lac, Wisconsin 54935  
Address—Street No., City - County State Zip Code
3. Maturity Date (if any) \_\_\_\_\_
4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 1.00  
RECORD FEE 9.00  
POSTAGE .50  
#240330 C040 R04 T14:45  
11/16/00

CK

Dated: 8/31/88

Leach Credit Corporation

Name of Secured Party

By: 

Signature of Secured Party

George N. Riggin, Vice President

Type or Print (Include Title if Company)

Lucas Bros. Form T-1

FILING OFFICER: After Recordation, Return To:

Whiteford, Taylor & Preston  
Attn: James C. Holman  
7 St. Paul Street, Suite 1400  
Baltimore, Maryland 21202  
301-347-8700

## TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No 265129 Date December 15, 1986

Record Reference: Book 506 Page 97

2. DEBTOR is:

Name: Al Bird Associates, INC.

Address: The Fudge Factory, D-2 595 Revell Highway, Annapolis, MD 21401

3. SECURED PARTY is:

Name: Annapolis Federal Savings and Loan

Address: P.O. 751, Annapolis, MD 21404

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE, the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO:

Annapolis Federal Savings Bank  
Consumer/Commercial Lending  
P.O. Box 751, 140 Main Street  
Annapolis, MD 21404

RECORD FEE 10.00  
POSTAGE .50  
RECORDED COPY R04 11/16/88  
11/16/88

SECURED PARTY:

Annapolis Federal Savings Bank

BY: *John M. Crook*  
John M. Crook, Senior Vice President (Title)

DATE: November 15, 1988

10.50



534

360

## STATE OF MARYLAND

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 275313

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0If this statement is to be recorded in land records check here. ☐This financing statement Dated November 10 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Lahontan Hydropower, Inc.Address 410 Severn Avenue, Suite 313, Annapolis, MD 21403

## 2. SECURED PARTY

Name Shawmut Bank, N.A.Address One Federal Street, Boston, MA 02210

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

See Exhibit A attached.

To be filed with Anne Arundel (MD) County Clerk

*No Recordation Tax Required*RECORD FEE  
POSTAGE11.00  
.30

R040540 C040 R04 T15+11

11/16/88

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

LAHONTAN HYDROPOWER, INC.

By: Wayne L. Rogers

(Signature of Debtor)

Wayne L. Rogers, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SHAWMUT BANK, N.A.

By: Paul A. Marcus

(Signature of Secured Party)

Paul A. Marcus, Vice President

Type or Print Above Signature on Above Line

Return to: Timothy D. Jaroch, Esq.  
McDermott, Will & Emery  
One Post Office Square  
Boston, MA 02109

## EXHIBIT A

All of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to the hydroelectric project designated as FERC No. 7828 (the "Project") located at the site of the Lahontan Dam on the Carson River in Churchill County, Nevada, including (a) all present and future contracts, agreements, exemptions, approvals and licenses related to the Project (including the Service Agreement, dated as of August 16, 1988 between the Truckee-Carson Irrigation District and Debtor), (b) all of Debtor's present and future accounts and intangible assets, and (c) all other Collateral as defined in the General Assignment and Security Agreement, dated as of November 4, 1988, between Debtor and Secured Party, and the proceeds of the above.

STATE OF MARYLAND

Anne Arimail

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 10/6/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Anchor Glass Container Corporation

Address One Anchor Place, 1100 Anchor Street, Tampa, Florida 33607

2. SECURED PARTY

Name Wells Fargo Bank, N.A., as Agent for the Banks listed on Annex A attached hereto.

Address 420 Montgomery Street, San Francisco, California 94163

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

FOR THE COLLATERAL LOCATED AT

8125 STAYTON DRIVE JESSUP, MD

See Annex B attached hereto.

Name and address of Assignee

RECORDATION TAX PAID AT THE DEPT OF ASSESSMENT & TAXATION

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)  
☒ (Products of collateral are also covered)

Anchor Glass Container Corporation

(Signature of Debtor)

James Smith, Vice President and Chief Financial Officer  
Type or Print Above Name on Above Line

RETURN TO:

(Signature of Debtor)

(Signature of Secured Party)

Type or Print

INFOSEARCH, INC.

P.O. Box 1110

Albany, NY 12201

Type or Print Above Signature on Above Line

RECORD FEE 21.00  
POSTAGE .50  
#240550 0040 104 115112  
11/16/88

## Anchor Glass Container (continued)

Annex A - Wells Fargo as Agent  
for the following principals

Wells Fargo Bank, N.A.  
420 Montgomery Street, 4th Floor  
San Francisco, California 94163

First Florida Bank, N.A.  
111 East Madison Street  
Tampa, Florida 33602

Southeast Bank, N.A.  
One Tampa City Center  
Tampa, Florida 33602

The First National Bank of Chicago  
Atlanta Agency  
400 Colony Square, Suite 1700  
1201 Peachtree Street, N.E.  
Atlanta, Georgia 30303

The Bank of Nova Scotia  
Atlanta Agency  
55 Park Avenue, Suite 650  
Atlanta, Georgia 30303

The Philadelphia National Bank  
Broad and Chestnut Streets  
FC 1-2-25  
Philadelphia, Pennsylvania 19101

And any other bank that may hereinafter become a party to that certain Amended and Restated Credit Agreement dated as of September 23, 1988 by and among Anchor Glass Container Corporation, Wells Fargo Bank, N.A. as Agent, and the Banks named on the signature page thereof.

## Anchor Glass Container (continued)

Annex B - property description for  
Anchor Glass Container Corporation

"Collateral" as used herein shall mean all of  
Company's right, title and interest in and to the following:

(a) all accounts, accounts receivable, other  
receivables, contract rights, chattel paper,  
instruments and documents, whether now owned or  
hereafter acquired by Company (together referred  
to herein as the "Accounts Receivable");

(b) all items of "equipment" and "fixtures"  
(as such terms are defined in the Uniform  
Commercial Code of the State of California), and  
including all equipment, machinery, furnishings,  
fixtures, tools, supplies, automotive equipment,  
motor vehicles and other equipment of any kind and  
nature, wherever situated, whether now owned or  
existing or hereafter acquired by Company  
(including, without limitation, all items of  
property listed in Exhibit A to the Security  
Agreement and Assignment dated as of June 15, 1983  
made by Debtor in favor of Manufacturers Hanover  
Leasing Corporation ("MHLC") as amended by  
Amendment No. 1 thereto dated as of February 15,  
1984 as amended by the Waiver, Consent and  
Amendment dated as of September 16, 1988 by The  
CIT Group/Equipment Financing Inc., as assignee of  
MHLC) together with all replacements,  
substitutions, attachments, parts (including spare  
parts), modifications, additions, improvements,  
upgrades and accessions of, to or upon such items  
of equipment or fixtures, now or at any time  
hereafter existing; provided, however, that there  
shall be excluded herefrom (i) any machinery,  
equipment or fixtures used in the operation of the  
buildings of Company or used for the maintenance  
of the integrity of such buildings as buildings,  
including, without limitation, all equipment,  
fixtures, systems and apparatus for the heating,  
lighting, plumbing, fire preventing, fire  
extinguishing, ventilating, air cooling and air  
conditioning of such buildings, and all elevators,  
escalators, shades, awnings, carpeting and floor  
coverings, screens, storm doors and windows, sump  
pumps, partitions and ducts located in such  
buildings and (ii) any equipment subject to the  
Bill of Sale dated as of June 15, 1983 from Debtor  
to Wesray Container Associates ("Wesray") or the



## Anchor Glass Container (continued)

Bill of Sale dated February 29, 1984 from Debtor to Wesray (together hereinafter referred to as the "Equipment");

(c) all choses in action, causes of action, judgments and all other intangible personal property of Company of every kind and nature (other than Accounts Receivable) now owned or hereafter acquired by Company, including, without limitation, corporate or other business records, documents, contracts, instruments or agreements, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, goodwill, copyrights, registrations, licenses, leases with respect to personal property, franchises, tax refund claims and any guarantee claims, security interests or other security held by or granted to Company to secure payment by a debtor in respect of any Account Receivable (together referred to herein as the "General Intangibles");

(d) any and all now owned or hereafter acquired inventory, including, without limitation, merchandise, raw materials, parts, supplies, work in process and finished products intended for sale, lease or otherwise for furnishing under contract, of every kind and description, in the custody or possession, actual or constructive, of Company or temporarily out of the custody or possession of Company whether in transit or in custody or possession of any third party, and any returns upon any sale or other disposition of any of the foregoing (together referred to herein as the "Inventory");

(e) (i) all moneys, residues and property of any kind in the possession of or under the control of any Bank or a bailee of any Bank, (ii) all accessions to, substitutions for and replacements, products and proceeds of Accounts Receivable, Equipment, Inventory and General Intangibles, including, without limitation, proceeds of insurance policies insuring, and condemnation or requisition payments with respect to, any or all of the foregoing, and (iii) all books and records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) of Company pertaining to any Accounts Receivable, Equipment, Inventory and General Intangibles (together referred to herein as the "Miscellaneous Collateral");

provided, however, that in the case of Equipment, any items referred to in paragraphs (c) and (e) insofar as they relate to Equipment and other items constituting CIT Collateral (as defined in the Intercreditor Agreement dated as of August 13, 1987 between Wells Fargo Bank, N.A., The CIT Group/Equipment Financing, Inc. as Assignee of Manufacturers Hanover Leasing Corporation (the "Intercreditor Agreement")) (such items being herein sometimes called the "Secondary Collateral") the security interest of Agent therein shall be subject and subordinate to CIT's security interest therein as provided in Section 3.1 of the Intercreditor Agreement; provided further, that, notwithstanding the above, no security interest or lien is hereby granted in or upon any Margin Stock or the items listed in Schedule III to the Security Agreement dated as of September 22, 1988 between Anchor Glass Container Corporation and Wells Fargo Bank, N.A. as Agent for the Banks named therein, as may be amended, supplemented or modified from time to time except, in respect of such of those items that consist of Equipment subject to a lease, security interests in or liens upon such items are not hereby granted only to the extent that the grant of such security interests or liens is prohibited by the terms of the leases relating to such items.

For purposes of this financing statement, the term "proceeds" includes whatever is receivable or received when Collateral or proceeds are sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary.

BOOK 534 PAGE 367

Uniform Commercial Code — FINANCING STATEMENT — Form UCC-3

IMPORTANT — Read instructions on back before filling out form

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented <b>RECORD FEE</b>
1. Debtor(s) (Last Name First) and address(es) Easco Hand Tools, Inc. (also d/b/a Easco/K-D Tools) 318 Clubhouse Lane Hunt Valley, MD 21031	2. Secured Party(ies) and address(es) The First National Bank of Boston and BancBoston Financial Company 100 Federal Street Boston, MA 02110	3. For Filing Officer (Date, Time, Number, and Filing Office) <b>CLK</b>

7. This statement refers to original Financing Statement No. 267685 filed (date) 5/21/88 with Clerk/Circuit Court Anne Arundel County Maryland

8. ☐ A. Continuation The original Financing Statement bearing the above file number is still effective.  
☐ B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.  
☐ C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:  
☐ D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:  
☒ E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)  
☐ F. Other

By supplementing the description of the Collateral to include, in addition to the Collateral now described in the Financing Statement, the Collateral described or referred to in Exhibit I, which is attached hereto and hereby incorporated by reference herein.

Easco Hand Tools, Inc. (also d/b/a Easco K-D Tools)  
By Wm. M. [Signature] Title  
Signature(s) of Debtor(s) (only on amendment)

The First National Bank of Boston and BancBoston Financial Company  
By Kenneth Alan [Signature] Title  
Signature(s) of Secured Party(ies)  
Exchange Officer

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC3 REV. 1980

Exhibit I

Debtor: Easco Hand Tools, Inc.  
(also d/b/a Easco/K-D Tools)

Secured Parties: The First National Bank of Boston  
BancBoston Financial Company

Description of Collateral

All of Debtor's properties, assets, business and good will, of every kind and nature whatsoever, tangible or intangible, personal or mixed, whether now owned or held or hereafter acquired or arising at any time or from time to time hereafter, wherever located, whether in the possession of the Debtors or in transit or in the possession of any other person or entity, and all rights, title and interests of any of the Debtor of every kind and nature whatsoever in and to the foregoing, and including, without limiting the generality of this provision, all of the property, assets, rights and interests of the Debtor more specifically identified and described below in this Exhibit I (hereinafter sometimes called, collectively, the "Collateral"):

1400  
50

(a) all fixed assets, all production, manufacturing and test equipment, all furniture, fixtures, goods, equipment, machinery, supplies, raw material, goods in process, work in process, finished and unfinished products, wares and merchandise, inventory (including, without limitation, the "Inventory"), packaging used to store or ship any of the inventory, all documents of title, and, in general, all tangible personal property, goods and chattels of the Debtor of every kind and description, wheresoever situated, including, without limitation, all telephone and other telecommunications equipment, photoduplicating, photocopying and telecopying equipment, computers, computer equipment and any and all other hardware and software and systems related to any of the ongoing, and motor vehicles of every description, including airplanes;

(b) all claims, demands, judgments, rights, choses in action, equities, accounts, accounts receivable (including, without limitation, the "Accounts Receivable"), bills and notes receivable, credits, bank accounts, cash on hand and in banks, instruments, documents, chattel paper, securities, bonds, shares of capital stock and other securities of every description (including, without limitation, all of the securities reflecting equity share capital of the Debtor's Subsidiaries and, if any, New



Subsidiaries), all claims against its Subsidiaries and the the New Subsidiaries' investments, all insurance policies, including the cash surrender value thereof and all proceeds thereof, and all federal, state and local tax refunds and/or abatements to which the Debtor is or may from time to time become entitled, no matter how or when arising, including, but not limited to, any loss carryback tax refunds;

(c) all contract rights of every kind and nature whatsoever, and all claims, indemnities, rights, remedies, powers and privileges of the Debtor, in, to and under all contracts or agreements between the Debtor and any other parties, whether now existing or hereafter created, made or entered into by the Debtor;

(d) all deeds, leases, contracts and agreements for the use, sale or assignment of property, whether tangible or intangible, leaseholds, mortgages, assignments, options and licenses of every kind and description, and all documents and muniments of title relating to or in any way connected with the property of the Debtor, whether tangible or intangible;

(e) all general intangibles of every kind whatsoever and all files, books, records and other writings, including, without limitation, all records and books of account, all corporate minute books and all stock ledgers, and also including, without limitation, all computer programs and tapes and all electronic data processing software and all other computer software, and all information of every description recorded or contained or stored in any of the foregoing, all rights of access to computer service bureaus, all service bureau service contracts, all computer data and all concepts and ideas on which said data is based, all developmental ideas and concepts, all papers, drawings, blueprints, sketches and documents relating to any of the foregoing and/or relating to the operation of the Debtor's business and/or the Collateral, all databases, supplier and customer lists, all trade secrets, patents, trademarks, tradenames, copyrights, and all applications for and licenses, rights and interests to or under or in respect of any patents, trademarks or copyrights;

(f) all records and documents identifying the accounts of customers or suppliers, and all rights of every description (i) to information on, (ii) to the use of, and (iii) to solicitation with respect to, accounts of customers



or suppliers, and all moneys received or receivable by or payable to the Debtor with respect to accounts of customers or suppliers; and

(g) all of the income, products and proceeds of, and all additions, substitutions and accessions to, all of the property, assets, rights and interests of the Debtor identified and described in this Exhibit I;

in each and every case whether now owned or hereafter acquired by the Debtor and howsoever its interests may arise or appear.

For purposes of this Financing Statement the terms:

"Accounts Receivable" means all rights to payments for goods sold or leased or for services rendered, all sums of money or other proceeds due or becoming due thereon, whether or not arising in the ordinary course of business, all instruments pertaining thereto, all guaranties and security therefor, and all goods giving rise thereto and the rights pertaining to such goods, including the right of stoppage in transit, and all related insurance including any proceeds thereof.

"Inventory" means goods, merchandise and other personal property, now owned or hereafter acquired by the Debtor or any of its Subsidiaries, that are held for sale or lease or are furnished or to be furnished under a contract of service or are raw materials, work in process or materials used or consumed or to be used or consumed in the Debtor's or such Subsidiaries' businesses. The term also shall include all rights appurtenant to the use, sale and distribution of such Inventory and all packaging used in storing or shipping such Inventory.

BOOK 534 PAGE 371

Uniform Commercial Code — FINANCING STATEMENT — Form UCC-3

IMPORTANT — Read instructions on back before filling out form

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented
1. Debtor(s) (Last Name First) and address(es) Easco/K-D Tools (also d/b/a Easco Hand Tools, Inc.) 318 Clubhouse Lane Hunt Valley, MD 21031	2. Secured Party(ies) and address(es) The First National Bank of Boston and BancBoston Financial Company 100 Federal Street Boston, MA 02110	3. For Filing Officer (Date, Time, Place, and Filing Fee) POSTAGE \$2.50 \$2.50 11/16/88 GK

7. This statement refers to original Financing Statement No. 267684 filed (date) 5/21/88 with Clerk/Circuit Court  
Anne Arundel County  
Maryland

8. ☐ A. Continuation The original Financing Statement bearing the above file number is still effective.  
☐ B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.  
☐ C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:  
☐ D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:  
☒ E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)  
☐ F. Other

By supplementing the description of the Collateral to include, in addition to the Collateral now described in the Financing Statement, the Collateral described or referred to in Exhibit I, which is attached hereto and hereby incorporated by reference herein.

Easco/K-D Tools (also d/b/a Easco  
Hand Tools, Inc.)

By [Signature] Title  
Signature(s) of Debtor(s) (only on amendment)

The First National Bank of Boston  
and BancBoston Financial Company

By [Signature] Title  
Signature(s) of Secured Party(ies)

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC3 REV. 1980

Exhibit I

Debtor: Easco/K-D Tools  
(also d/b/a Easco Hand Tools, Inc.)

Secured Parties: The First National Bank of Boston  
BancBoston Financial Company

Description of Collateral

All of Debtor's properties, assets, business and good will, of every kind and nature whatsoever, tangible or intangible, personal or mixed, whether now owned or held or hereafter acquired or arising at any time or from time to time hereafter, wherever located, whether in the possession of the Debtors or in transit or in the possession of any other person or entity, and all rights, title and interests of any of the Debtor of every kind and nature whatsoever in and to the foregoing, and including, without limiting the generality of this provision, all of the property, assets, rights and interests of the Debtor more specifically identified and described below in this Exhibit I (hereinafter sometimes called, collectively, the "Collateral"):

(a) all fixed assets, all production, manufacturing and test equipment, all furniture, fixtures, goods, equipment, machinery, supplies, raw material, goods in process, work in process, finished and unfinished products, wares and merchandise, inventory (including, without limitation, the "Inventory"), packaging used to store or ship any of the inventory, all documents of title, and, in general, all tangible personal property, goods and chattels of the Debtor of every kind and description, wheresoever situated, including, without limitation, all telephone and other telecommunications equipment, photoduplicating, photocopying and telecopying equipment, computers, computer equipment and any and all other hardware and software and systems related to any of the ongoing, and motor vehicles of every description, including airplanes;

(b) all claims, demands, judgments, rights, choses in action, equities, accounts, accounts receivable (including, without limitation, the "Accounts Receivable"), bills and notes receivable, credits, bank accounts, cash on hand and in banks, instruments, documents, chattel paper, securities, bonds, shares of capital stock and other securities of every description (including, without limitation, all of the securities reflecting equity share capital of the Debtor's Subsidiaries and, if any, New

Subsidiaries), all claims against its Subsidiaries and the the New Subsidiaries' investments, all insurance policies, including the cash surrender value thereof and all proceeds thereof, and all federal, state and local tax refunds and/or abatements to which the Debtor is or may from time to time become entitled, no matter how or when arising, including, but not limited to, any loss carryback tax refunds;

(c) all contract rights of every kind and nature whatsoever, and all claims, indemnities, rights, remedies, powers and privileges of the Debtor, in, to and under all contracts or agreements between the Debtor and any other parties, whether now existing or hereafter created, made or entered into by the Debtor;

(d) all deeds, leases, contracts and agreements for the use, sale or assignment of property, whether tangible or intangible, leaseholds, mortgages, assignments, options and licenses of every kind and description, and all documents and muniments of title relating to or in any way connected with the property of the Debtor, whether tangible or intangible;

(e) all general intangibles of every kind whatsoever and all files, books, records and other writings, including, without limitation, all records and books of account, all corporate minute books and all stock ledgers, and also including, without limitation, all computer programs and tapes and all electronic data processing software and all other computer software, and all information of every description recorded or contained or stored in any of the foregoing, all rights of access to computer service bureaus, all service bureau service contracts, all computer data and all concepts and ideas on which said data is based, all developmental ideas and concepts, all papers, drawings, blueprints, sketches and documents relating to any of the foregoing and/or relating to the operation of the Debtor's business and/or the Collateral, all databases, supplier and customer lists, all trade secrets, patents, trademarks, tradenames, copyrights, and all applications for and licenses, rights and interests to or under or in respect of any patents, trademarks or copyrights;

(f) all records and documents identifying the accounts of customers or suppliers, and all rights of every description (i) to information on, (ii) to the use of, and (iii) to solicitation with respect to, accounts of customers



or suppliers, and all moneys received or receivable by or payable to the Debtor with respect to accounts of customers or suppliers; and

(g) all of the income, products and proceeds of, and all additions, substitutions and accessions to, all of the property, assets, rights and interests of the Debtor identified and described in this Exhibit I;

in each and every case whether now owned or hereafter acquired by the Debtor and howsoever its interests may arise or appear.

For purposes of this Financing Statement the terms:

"Accounts Receivable" means all rights to payments for goods sold or leased or for services rendered, all sums of money or other proceeds due or becoming due thereon, whether or not arising in the ordinary course of business, all instruments pertaining thereto, all guaranties and security therefor, and all goods giving rise thereto and the rights pertaining to such goods, including the right of stoppage in transit, and all related insurance including any proceeds thereof.

"Inventory" means goods, merchandise and other personal property, now owned or hereafter acquired by the Debtor or any of its Subsidiaries, that are held for sale or lease or are furnished or to be furnished under a contract of service or are raw materials, work in process or materials used or consumed or to be used or consumed in the Debtor's or such Subsidiaries' businesses. The term also shall include all rights appurtenant to the use, sale and distribution of such Inventory and all packaging used in storing or shipping such Inventory.



ACC. #067-68-640717

ANNE ARUNDEL COUNTY

BOOK 534 375

### TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 260965 Dated March 24, 1986

Record Reference Book 496, Page 133

2. DEBTOR is:

Name: Swingler, Michael L.  
(Last Name First)

Address: 610 Biscay Road, Baltimore, MD 21225

RECORD FEE 10.00  
POSTAGE .50  
#229530 C777 R03 11/13/88  
11/16/88

3. SECURED PARTY is:

Name: Signet Bank/Maryland FORMERLY KNOWN AS  
UNION TRUST COMPANY OF MARYLAND

Address: P. O. Box 1573, Baltimore, MD 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO:

SIGNET BANK/MARYLAND  
P. O. BOX #1573, BALTIMORE, MARYLAND 21203

SECURED PARTY: FORMERLY KNOWN AS  
UNION TRUST COMPANY OF MARYLAND

Signet Bank/Maryland

Date: 11/03, 1988

By: Bremen I. Trail  
Bremen I. Trail (Title)  
Assistant Vice President  
SIGNET BANK/MARYLAND  
CONSUMER LOAN DEPT.  
P. O. BOX 1573  
BALTIMORE, MD. 21203

012-1721-0537

Term. \$10.00  
Postage .50  
10.50

J. M. HITCH

534 376

A. A. Co.  
1-999B-C-02-06205-7

275351

## STATE OF MARYLAND

## FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-  
tion tax indicate amount of taxable debt here. \$ 109,000.00If this statement is to be recorded  
in land records check here. ☐Recordation Tax Based to Anne Arundel Co., in the amount of \$763.00.  
This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

## 1. DEBTOR

Name Willson, L. R. & Sons, Inc.Address 773 Annapolis Rd. Gambrills, MD 21054

## 2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.Address P.O. Box 1680 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in  
attached entire Agreement &/or in any Schedule prepared in  
connection therewith. This UCC form together with the attached  
Security Agreement &/or Schedule are being submitted for filing  
herein as a financing statement".

RECORD FEE 17.00  
RECORD TAX 763.00  
POSTAGE .50  
#228410 0777 R03 T13418  
11/16/88CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real  
estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to  
be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

L. R. Willson &amp; Sons, Inc.

(Signature of Debtor)

Donald E. Willson VP

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

(Signature of Secured Party)

PATRICK WHITE, ASSISTANT SECRETARY

Type or Print Above Signature on Above Line

1750  
763.00  
50

BOOK 534 PAGE 377

**CREDIT ALLIANCE CORPORATION**  
770 LEXINGTON AVENUE  
NEW YORK, NEW YORK 10021

**—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELS**

THIS MORTGAGE made the 8th day of November, 1988 by and between  
**L. R. Willson & Sons, Inc.**, having its principal place of business at  
**773 Annapolis Rd. Gambrills, MD 21054**

"Mortgagor", and First Interstate Credit Alliance, Inc. "Mortgagee"

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pillage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney in fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage; Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney in Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagee for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City



banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed; and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective, however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST:

L. R. Willson & Sons, Inc. (Seal)  
Mortgagee

By L. R. Willson (Title)

Secretary

STATE OF Maryland  
COUNTY OF Anne Arundel Co.

} ss.

Donald E. Willson being duly sworn, deposes and says:

1. He is the Vice President of L. R. Willson & Sons, Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to First Interstate Credit Alliance, Inc. (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this \_\_\_\_\_

day of \_\_\_\_\_, 19\_\_\_\_

NOTARY PUBLIC

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS.

I, \_\_\_\_\_, a Notary Public duly qualified in and for said County and State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, in (Place) \_\_\_\_\_ in said County, before me personally appeared \_\_\_\_\_ to me personally well known

(For Individual)

as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)

and known as and to be a member of the partnership of \_\_\_\_\_

and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)

to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_

L. R. Willson & Sons, Inc.

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument; that he resides at \_\_\_\_\_

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC  
CAL 6777)

# SCHEDULE "A"

BOOK 534 PAGE 379

This schedule is attached to and becomes part of Security Agreement, Conditional Sales Contract, Chattel Mortgage, Lease or C-02-06205-7 dated November 8, 1988 between the undersigned.

QUANTITY	DESCRIPTION OF PROPERTY (Indicate Whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Grove Hydraulic Crane w/cummins diesel engine, 28'-70' main boom, 23' jib,	1983 522	51838
<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>			

This schedule is hereby verified correct and undersigned Purchaser(s), Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Secured Party/Seller/Mortgagee/Lessor:

First Interstate Credit Alliance, Inc.

By: \_\_\_\_\_

Debtor/Purchaser/Mortgagor/Lessee:

L. R. Willson & Sons, Inc.

By: R. R. Willson VP



## FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐This financing statement Dated Nov. 9, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name TransFinancial Leasing Corp.Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD  
21061

## 2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATIONAddress 7711 Quarterfield RoadGlen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE

11.00

POSTAGE

.50

#29660 0777 R03 T13:33

11/16/88

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated Oct. 17, 1988 Schedule # 01, dated Oct. 17, 1988 between Assignor as Lessor and LEASE ACCOUNT # 830018 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated November 9, 1988 between Assignor and Assignee:

- 1 (one)-Altendorf F-45 2800 S/N 87-10-180 (9' plus sliding table length)
- 1 (one)-Brandt D-2500 with buffing S/N 132
- 1 (one)-Gannomat Combi in standard equipment for dowel construction - S/N 792-741
- 1 (one)-Gannomat Compact 30 S/N 059-846 Double 15 spindle line boring machine, complete.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

(Signature of Debtor)

Frank J. Sarro, III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS &amp; LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, President

Type or Print Above Name on Above Line

Filed with Anne Arundel County

1750

1483

BOOK 534 PAGE 381

275353

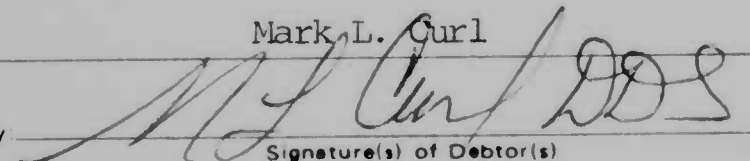
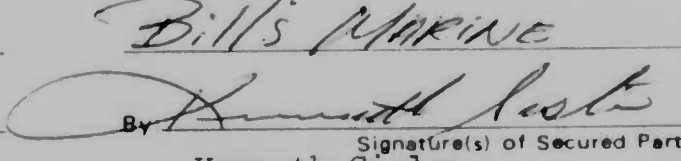
This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code			3 Maturity date (if any)
1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)	
Mark L. Curl 659 Deale Road Deale, MD 20751	Bill's Marine Service Inc. Rt. 6 Box 140 Oakland, MD 21550	RECORD FEE 11.00 POSTAGE .50 #229670 0777 R03 T13:33 11/16/89	
4 This financing statement covers the following types (or items) of property:  1987 Artic Cat Pantera Snowmobile S/N 8702752 1987 Sno Bird Snowmobile Trailer S/N 18ST4ER21G1002399		5 Assignee(s) of Secured Party and Address(es) Garrett National Bank P.O. Box 239 Oakland, MD 21550	

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.  
☐ which is proceeds of the original collateral described above in which a security interest was perfected

Check ☒ if covered ☐ Proceeds of Collateral are also covered ☐ Products of Collateral are also covered No of additional Sheets presented

Filed with: Anne Arundel Co.

Mark L. Curl	Bill's MARINE
	
By _____ Signature(s) of Debtor(s)	By _____ Signature(s) of Secured Party(ies)
	Kenneth Sisler

STANDARD FORM - FORM UCC-1.

11.50 (1) Filing Officer Copy (Alphabetical)

11.50

275354

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and Address(es) WHITE SHARON L. 7959 TELEGRAPH RD. #2 SEVERN MD 21144	2 Secured Party(ies) Name(s) and Address(es) PROFESSIONAL MH BROKERS 10401 LANHAM-SEVERN ROAD LANHAM, MD 20705	4 For <del>Record Fee</del> <del>11.00</del> RECORD FEE 11.00 #229710 0777 R03 113:36 11/16/89 OM
5 This Financing Statement covers the following types (or items) of property 1980 TIDWELL SPARTAN 14 X 70 SERIAL # 8791470IN3288 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT. <input type="checkbox"/> Products of the Collateral are also covered		6 Assignee(s) <del>GREENBERRY ASSOCIATES, INC.</del> 2200 OPITZ BOULEVARD SUITE 245 WOODBIDGE, VA 22194
8 Describe Real Estate Here	<input type="checkbox"/> This statement is to be indexed in the Real Estate Records	9 Name of a Record Owner
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)
By <u>Sharon L. White</u> Signature(s) of Debtor(s)		By <u>AC Swire</u> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked)
(1) Filing Officer Copy - Numerical STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania (3/83)		

534 383

275355

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)  
Annapolis Professional  
Pharmacy, Inc.  
703 Giddings Avenue, Suite L-1  
Annapolis, MD 21401

2 Secured Party(ies) and address(es)  
3 PM McKesson Corp.  
30881 Schoolcraft Road  
Livonia, MI 48150

3 Maturity date (if any):

For Filing Officer (Date, Time,  
Number, and Filing Office)

RECORD FEE 11.00  
POSTAGE .50  
#229720 0777 R03 T13:37  
11/16/88

4 This financing statement covers the following types (or items) of property:

- 1 3PM/McKesson-PC A12 with 1MB memory  
and 1.2MB floppy diskette
- 1 30MB winchester disk drive
- 1 Monochrome monitor
- 1 Keyboard
- 2 Ports
- 1 IBM ProPrinter 200 cps/80 column
- 1 1200 baud modem
- 1 Tape back-up

5 Assignee(s) of Secured Party and  
Address(es)

U S WEST Financial  
Services, Inc.  
11600 College Blvd.,  
Ste. 200  
P.O. Box 12746  
Overland Park, KS 66212

Maryland Recordation tax is not required.-conditional sales  
agreement

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)  
☐ already subject to a security interest in another jurisdiction when it was brought into this state.  
☐ which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:

Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Annapolis Professional Pharmacy, Inc.  
MICHAEL C. ROBERTS

By: *Michael C. Roberts*  
Signature(s) of Debtor(s)

PRESIDENT

Title

3 PM McKesson Corp.

CARLA F. PARSELL

LEASE COORDINATOR

By: *Carla F. Parsell*  
Signature(s) of Secured Party(ies)

Title

STANDARD FORM - FORM UCC-1. 11/88

(For Use in Most States)

(1) Filing Officer Copy-Alphabetical

275356

## FINANCING STATEMENT

Check below if goods are  
or are to become fixtures☐ TO BE RECORDED IN  
LAND RECORDSThis Financing Statement dated Nov. 2, 1988 is presented to a filing officer for filing pursuant  
to the Uniform Commercial Code.Maturity date (if any) N/A

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
---	------------	---------------	-------------	--------------	------------

William Harris & Associates, Inc.		124 Route 3 Center,	Suite 10		
		Millersville,	MD	21108	

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Dominion Bank of Maryland, National Association		7220 Wisconsin Ave.,	Bethesda,	MD	20814

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate  
sheets firmly attached hereto.) (Describe)All Equipment, Fixtures, Accounts & Inventory see attached  
Schedule A for a more detailed description.

RECORD FEE 11.00  
POSTAGE .50  
#229730 0777 R03 113:38  
11/16/88

(If affixed to realty—state value of each article)

CHECK ☒ LINES WHICH APPLY

2. ☐ If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description  
of real estate and name of record owner.)
3. ☐ If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed  
to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of  
record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
4. ☒ Proceeds of collateral are also covered: ☒ Products of collateral are also covered:
5. (This section applicable in Maryland only.) CHECK APPLICABLE BOX  
The underlying secured transaction(s) being publicized by this Financing Statement ☐ is ☒ is not subject to the Recordation  
Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount  
of the debt is \_\_\_\_\_

Debtor(s) or assignor(s)

William Harris &amp; Associates, Inc.

BY: [Signature]

William W. Harris, Jr., President

(Type or print name under signature)

Secured Party or assignee

Dominion Bank of Maryland,  
National Association

(Seal)

(Corporate, Trade or Firm Name)

BY: [Signature]

Signature of Secured Party or Assignee

Donald W. Mowbray, Jr., A.V.P.

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

1150



DEBTOR:

William Harris & Associates, Inc.  
124 Route 3 Center, Suite 10  
Millersville, MD 21108

SECURED PARTY:

Dominion Bank of Maryland,  
National Association  
7220 Wisconsin Ave., 4th Floor  
Bethesda, MD 20814

SCHEDULE A to Financing Statement

All Equipment and Fixtures now owned or hereafter acquired by Debtor.

All Accounts, including accounts receivable of Debtor, now existing or hereafter arising including without limitation, all debts arising out of the sale by Debtor of goods and/or services in the form of an open Account, Promissory Note, Chattel Paper, Draft, Trade Acceptance, other Instruments for the payment of money or any other form.

All Inventory including, without limitation, all goods held for sale or lease or being processed for sale or lease in Debtor's business, as now or hereafter conducted including all materials, goods or work in process, finished goods or materials used or consumed in Debtor's business and any good returned for any reason to Debtor for credit.

BOOK 534 PAGE 386

275357

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and Address(es) Integral Truck Leasing of Baltimore, Inc. 7205 Montevideo Rd. Jessup, MD 20794	2 Secured Party(ies) and Address(es) WHITEGMC Trucks of Baltimore, Inc. 7014 E. Baltimore, St. Baltimore, MD 21224	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50 ON #229740 CT77 R03 T13:41 11/16/88
4 This financing statement covers the following types (or items) of property:  One 1989 Volvo, model FE613, serial #YB3U6A7A7KB429494 w/ 24 ft. Duralite van body, serial #220609 and lift gate #0988057  DOCUMENT NOT SUBJECT TO RECORDATION AX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.		5 Assignee(s) of Secured Party and Address(es) Associates Commercial Corporation P.O. Box A College Park, MD 20740
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		
Check <input checked="" type="checkbox"/> if covered. <input checked="" type="checkbox"/> Proceeds of collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional sheets presented:		
Filed with: ANNE ARUNDEL COUNTY		
Integral Truck Leasing of Baltimore, Inc.. WHITEGMC Trucks of Baltimore, INC.		
By: <u>ED HULL</u> 10/31/88 Signature(s) of Debtor(s)	By: <u>[Signature]</u> Signature(s) of Secured Party(ies)	
Filing Officer Copy-Alphabetical		603469 Rev. 12-80

134651-0

1150

TO BE FILED WITH CLERK, CIRCUIT COURT FOR  
ANNE ARUNDEL COUNTY, MARYLAND

275358

BOOK

534 387

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-  
tion tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded  
in land records check here ☐

This financing statement Dated 11/3/88 is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name Arthur W. Edwards

Address 6 Norwood Road, Annapolis, MD 21401

2. SECURED PARTY

Name Gerber-Miller Investments - A Limited Partnership

Address 2 Wisconsin Circle

Chevy Chase, MD 20815

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All of Debtor's interests in CEJ Associates Limited Partnership,  
A Maryland limited partnership.

ON  
RECORD FEE 11.00  
POSTAGE .50  
#229970 0777 R03 713:58  
11/16/88

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Arthur W. Edwards  
(Signature of Debtor)

Arthur W. Edwards

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Franklin G. Miller  
(Signature of Secured Party)

Gerber-Miller Investments - A Limited  
Partnership

Type or Print Above Signature on Above Line

By: Franklin G. Miller  
General Partner

RETURN TO:

WILNER & SCHEINER  
1200 NEW HAMPSHIRE AVENUE, N.W.  
SUITE 300  
WASHINGTON, D.C. 20036

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

## STATE OF MARYLAND

BOOK 534 PAGE 388

## FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ LESSEE:

Name T. Deane, Inc.

Address 167 Jennifer Road - Space 167Q, Annapolis, MD 21401

2. ~~SECURED PARTY~~ LESSOR:

Name Equitec Leasing Company

Address 7677 Oakport Street, Oakland, CA 94614

Same

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 1.10  
RECORD FEE 9.90  
POSTAGE .50#229910 0777 R03 T14:00  
11/16/88

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

All personal property presently and hereafter leased by Lessor to Lessee under Lease Agreement 6102. This financing statement is filed for notice purposes and shall not be deemed to indicate the Lease is one intended for security. The Lessor and Lessee agree that the property described in this financing statement is owned absolutely by the Lessor and that the transaction with respect to which this financing statement is filed is a true leasing transaction. The execution and filing (or recording) of this financing statement are not intended to convert the transaction between the Lessor and the Lessee into a transaction intended for security, but instead are intended to give notice to all interested parties of the Lessor's absolute ownership of the property and to perfect a security interest in the property. ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☒ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)

(Signature of ~~DEBTOR~~  
Lessee

Type or Print Above Name on Above Line

Edward G. Zanchi  
(Signature of ~~DEBTOR~~  
LesseeEdward R. ZANCHI  
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

County

11/30

PRECAUTIONARY FILING-  
LESSEE AS DEBTOR-  
EQUIPMENT AS COLLATERAL

EXHIBIT A TO UCC-1 FINANCING STATEMENT

DEBTOR: T. DEANE, INC.

SECURED  
PARTY: EQUITEC LEASING COMPANY

DESCRIPTION OF COLLATERAL:

(i) All equipment ("Leased Equipment") leased by Secured Party, as Lessor, to Debtor, as Lessee, pursuant to that Master Lease Agreement, including without limitation the attached, dated as of \_\_\_\_\_ ("Lease", the capitalized terms herein being used as defined in the Lease) whether now owned or hereafter acquired;

(ii) Debtor's interest, if any, in such equipment, substitute equipment, accessories and replacement and added parts which may now or hereafter be placed on or installed in the Leased Equipment (the Leased Equipment, equipment accessories and replacement and added parts described in items (i) and (ii) above being hereinafter sometimes collectively called the "Security Equipment");

(iii) All proceeds of all kinds from the lease, sale, loss or other disposition of the Security Equipment (including, without limitation, accounts, goods, general intangibles, inventory equipment, instruments, chattel paper documents and insurance and indemnity payments); and

(iv) All rights, claims and causes of action, if any, which Debtor may have against any manufacturer or supplier of Security Equipment or any other party, by contract or otherwise, in respect of any defect in the Security Equipment.

NOTE: This financing statement is being filed solely in the event that, contrary to Secured Party's and Debtor's intent and belief, the Lease is held not to be a true lease, but to create a security interest in the above Collateral.

LESSEE:

Edward A. Zanchi

Date: 10/31/88



275360

BOOK 534 PAGE 390

Maryland Financing Statement		File No.
All information must be typewritten or printed in ink.		
(Not to Be) <del>XXXX</del> Recorded in the Land Records.* <small>strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es)	Secured Party Name and Address	
H. H. Bunker & Sons, Inc. 825 Ritchie Highway Severna Park, Anne Arundel, MD 21146	Baldwin Service Center, Inc. 41 Defense Highway Annapolis, MD 21404	
Assignee of Secured Party	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
The CIT Group/Equipment Financing, Inc. 1180 West Swedesford Road Berwyn, PA 19312	Conditional Sale Contract	
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc.		
One (1) International Model F-1954 Tandem Axle Truck with 218" Wheel Base, S/N _____, with One (1) 3000 Gallon Water Tank, complete with all related parts, attachments and accessories.		
		RECORD FEE 11.00 POSTAGE .50 #229920 C777 R03 114:00 11/16/88
Proceeds of collateral are also covered.		
* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to The CIT Group/Equipment, Financing, Inc. at its address above.		
Debtor(s) <u>H. H. Bunker &amp; Sons, Inc.</u>	Secured Party <u>Baldwin Service Center, Inc.</u>	
By <u>[Signature]</u> Title <u>V.P.</u>	By <u>[Signature]</u>	
If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.		
<u>Harold H. Bunker</u>	<u>Harold H. Fink, Secy-Treas</u>	
Type or print name(s) of person(s) signing	Type or print name of person signing	
5-SA-989E		

11.50

AB 1050

BOOK 534 391

# Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 272793 recorded in Liber 526, Folio 571 on 5/13/88 (date).

1. DEBTOR(S): 1. J.M.A. Inc. dba Airlines Freight and Express Company  
2. Coastal Air Handling & Consolidation, Inc.  
Name(s):  
Address(es): 1. Cargo Complex Building B, Door 32, BWI Airport, Maryland 21240  
2. 7525 N. Connelly Drive, Hanover, Maryland 21076

2. SECURED PARTY:  
Name: Equitable Bank, National Association  
Address: 100 S. Charles St.  
Baltimore, Maryland 21201

RECORD FEE 10.00  
POSTAGE .50  
#227780 CTTT R03 T14:18  
11/16/88

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.
4. ☐ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6. ☒ AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Please amend the Debtors Name to read as follows:

1. M.A.J., Inc. dba Airlines Freight and Express company

9. DEBTOR: M.A.J., Inc. dba Airlines Freight and Express Company

BY: John L. McClinton, Jr., President

SECURED PARTY:  
EQUITABLE BANK, National Association

By: Jennifer Austin, Banking Officer  
Jennifer Austin, Banking Officer  
(Type Name and Title)

Coastal Air Handling & Consolidation, Inc.  
BY: John L. McClinton, Jr., President

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST., 3RD FL.  
BALTIMORE, MARYLAND 21201

1052

BOOK 534 VOL 392

275361

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any):
1. Debtor(s) Name(s) (Last Name First)	2. Debtor(s) Complete Address(es)	
James T. Mendee, Jr.	93 Kingbrook Rd. Linthicum, Md. 21090	11/4/92
3. & 4. Secured Party(ies) and Complete Address(es)	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
<b>CITIZENS BANK AND TRUST COMPANY OF MARYLAND</b> 6200 BALTIMORE BOULEVARD RIVERDALE, MD. 20737		
7. This financing statement covers the following types (or items) of property: (Describe)		
1989 New Holland Loader, model #1555, serial #726687. 1-62" Low profile bucket 1-cab door handle 1-bucket 1- set of forks		
RECORD FEE 11.00 RECORD TAX 101.50 POSTAGE .50 #230040 C777 R03 11/4/20 11/16/88		
8a. ( <input checked="" type="checkbox"/> ) Proceeds are also covered. 8b. ( ) Products of collateral are also covered. No. of additional sheets presented.		
Filed with CIRCUIT COURT CLERK OF Anne Arundel County; Other <u>MDA</u>		
9. Transaction is ( <input checked="" type="checkbox"/> ), is not ( ), (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ <u>\$14,500.00</u>		
10. This statement to be returned after recordation to Secured Party, shown above, or to		
Signature(s) of Debtor(s)		
<u>X James T. Mendee Jr</u> James T. Mendee, Jr.		
Signature(s) of Secured Party(ies) or Assignee(s)		
<u>Darlene Miglioretti</u> By Assistant Treasurer Darlene Miglioretti (Title)		
NOTE—Type or Print Names Clearly Below Signatures.		
FILING OFFICER COPY		
87-30		
Printed in U. S. A.		

11- 101.50 .50



275362

BOOK 534 PAGE 393

## Financing Statement

Cardinal Retirement Village of Gloucester Co.,  
Limited Partnership

COPY FOR FILING

- ☒ Not Subject to Recordation Tax  
☐ Subject to Recordation Tax; Principal  
Amount is \$ \_\_\_\_\_  
☐ To Be Recorded in Land Records of \_\_\_\_\_

## Record in:

- ☐ SDAT  
☐ Montgomery County  
☐ Prince George's County  
☒ Other Anne Arundel Co., Maryland

NAME	Street	City	State
1. Debtor(s)			
<u>Cardinal Industries, Inc. 333 S. Hammonds Ferry Rd. Glen Burnie, MD 21061</u> <u>and 2040 S. Hamilton Rd. Columbus, OH 43232</u>			

2. Secured Party: SOVRAN BANK/MARYLAND  
6610 Rockledge Drive, Bethesda, MD 20817  
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check ☒ one or more boxes as applicable:

- ☐ All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- ☐ Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- ☐ Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- ☐ Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- ☒ Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: \_\_\_\_\_

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK/MARYLANDBy: Dennis StoughType Name Dennis StoughTitle Assistant Vice-President

Debtor(s) or Assignor(s)

CARDINAL INDUSTRIES, INC.By: Joseph V. CollinsJoseph V. CollinsAssistant Secretary

Type or Print Name and Title of Each Signature



SCHEDULE A

All of the Receivables, which for purposes of this Schedule A shall mean all accounts, contract rights, instruments, documents, chattel paper, general intangibles, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, and deposits with sureties on bonded contracts whether secured or unsecured, now owned or hereafter acquired by Debtor arising from the sale of the prefabricated home units identified by model type and serial number on the attached Schedule B manufactured in Debtor's Glen Burnie, Maryland plant (such specifically identified prefabricated home units being hereinafter referred to as the "Modules"); any check, draft, cash or any other remittance or credit in payment or on account of the Receivables; all of the Modules and all raw materials, work in process, finished goods, packaging materials, and other materials and supplies of every kind used or consumed in connection with the manufacture, production, packing, shipping, advertising or sale of the Modules, all proceeds and products from the sale or other disposition of the Modules, including all Modules returned, repossessed, or acquired by Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments covering the Modules, all of Debtor's rights as an unpaid seller of the Modules, including stoppage in transit, detinue and reclamation, and all of the above owned by Debtor or in which Debtor now has or in which Debtor may hereafter acquire an interest, whether in transit or in Debtor's constructive or actual possession or held by Debtor or others for Debtor's account (including any of the above held on consignment), including, without limitation, all of the above which may be located on Debtor's premises or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, finishers, converters or other third parties who may have possession, temporary or otherwise, thereof; all guarantees, or other agreements or property securing or relating to any of the items referred to above, or acquired for the purpose of securing and enforcing any of such items; all customer lists and other documents containing the names, addresses and other information regarding Debtor's customers, subscribers or those to whom Debtor provides the Modules; all property and funds of Debtor (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in Secured Party's possession; and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the foregoing in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the foregoing, whether in the possession of Debtor or any other person.



Cardinal Retirement Village of Gloucester Co., Limited Partnership

534 395

Finished building components consisting of 205 units:

59(Fifty-Nine) 1-Bedroom	S/N 5444,5576-5578,5583,5585,5587,5594,5595,5602-5605, 5657-5659,5667,5671,5672,5679-5684,5696-5701,5705- 5706,5717,5725,5729-5735,5743,5745,5747,5748,5760, 5761,5766,5768-5770,5776,5777,5781-5783,5790,5791.
39(Thirty-Nine) 1-Bedroom Rev.	S/N 5445,5579-5581,5589,5591,5593,5687-5692,5703,5714, 5715,5719,5736-5742,5749-5755,5758,5759,5773-5775, 5784,5787,5788.
16(Sixteen) 1-Bedroom/Great Rm.	S/N 5446,5582,5584,5586,5601,5606,5663,5685,5718,5721, 5746,5756,5767,5778,5780,5792.
17(Seventeen) 2-Bedroom	S/N 5443,5588,5590,5592,5607,5666,5686,5695,5702,5704, 5708,5713,5744,5757,5765,5779,5789.
2(Two) 1-Bedroom CCL	S/N 5652,5654.
35(Thirty-Five) 2-Bedroom CCL	S/N 5608,5609,5612-5621,5626-5646,5683,5694.
7(Seven) Public Laundry	S/N 5599,5655,5661,5669,5710,5723,5763.
1(One) Employee Lounge	S/N 5600.
4(Four) Dining	S/N 5622-5625.
1(One) Housekeeping	S/N 5649
1(One) Maintenance	S/N 5724.
1(One) Facility Laundry	S/N 5650.
2(Two) Exercise	S/N 5656,5662.
1(One) Office	S/N 5664.
2(Two) Multi-purpose	S/N 5670,5764.
1(One) Craft	S/N 5709.
25(Twenty-Five) Commons	S/N 5551-5575.
4(Four) Transition Modules	S/N 5665,5707,5716,5720.
3(Three) 2-Mod. Transition	S/N 5610,5611,5771,5772,5785,5786.
8(Eight) 5-Mod. Transition	S/N 5596,5597,5598,5647,5648,5651,5653,5660,5668,5673- 5678,5711,5712,5722,5726,5727,5728,5762,5797,5798.

275363

BOOK 534 PAGE 396

☐ TO BE☒ NOT TO BERECORDED IN  
LAND RECORDS☐ SUBJECT TO☒ NOT SUBJECT TORECORDING TAX  
ON PRINCIPAL  
AMOUNT OF

\$ \_\_\_\_\_

## FINANCING STATEMENT

TALLEY POOL SERVICES, INC.

Name or Names—Print or Type Pool World Building  
 42 Md. Route 3, Millersville, A.A. Co., MD 21108  
 Address—Street No., City - County State Zip Code

1. Debtor(s):

POOL WORLD OF MARYLAND, INC.

Name or Names—Print or Type Pool World Building  
 42 Md. Route 3, Millersville, A.A. Co., MD 21108  
 Address—Street No., City - County State Zip Code

2. Secured Party:

J&J ENTERPRISES, LTD. (Formerly named Pool World of  
 Name or Names—Print or Type Maryland, Inc.)  
 c/o Jacob B. Davis, 7439 Baltimore-Annapolis Blvd.  
 Address—Street No., City - County State Zip Code  
 A. A. Co., Maryland 21061

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

SEE ATTACHED LIST

4. If above described personal property is to be affixed to real property, describe real property.

Pool World Building  
 42 Md. Route 3  
 Millersville, MD 21108

5. If collateral is crops, describe real estate.

N/A

RECORD FEE 12.00  
 POSTAGE .50  
 #230170 0777 R03 714:26  
 11/16/88

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☒ are ☐ are not covered.

DEBTOR(S): TALLEY POOL SERVICES, INC. SECURED PARTY:

By:

Dennis F. (Signature of Debtor)

POOL WORLD OF MARYLAND, INC.

Type or Print

J&amp;J ENTERPRISES, LTD.

(Company, if applicable)

By:

Dennis F. (Signature of Debtor)

By:

John C. (Signature of Secured Party)

Type or Print

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Jacob B. Davis, Esq., P. O. Box 849, Glen Burnie, MD 21061

Lucas Bros. Form F-1

12.50

ATTACHMENT TO FINANCING STATEMENT OF  
TALLEY POOL SERVICE, INC. AND  
POOL WORLD OF MARYLAND, INC., DEBTOR AND  
J&J ENTERPRISES, LTD.

4. All furniture, fixtures and equipment;

All inventory;

All accounts receivable, chattel paper and  
general intangibles (including, without limitation all  
things in action, contractual rights, goodwill and  
rights to performance); and

All cash and non-cash proceeds and products of  
the foregoing.

275364

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here ☐

This financing statement Dated Oct. 27, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Matthew Wayne Lyvers  
Address 3260 Juniper Lane, Huntingtowne, MD 20639

## 2. SECURED PARTY

Name Outdoor Power  
Address 1915 Lincoln Drive

Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00

POSTAGE .50

RECORDED CT77 R03 T14:29

11/16/88

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- New John Deere # 80 Loader  
S/N W00080X001266

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Matthew Wayne Lyvers  
(Signature of Debtor)

Matthew Wayne Lyvers  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Andrew Coxe-Outdoor Power  
(Signature of Secured Party)

Andrew Coxe-Outdoor Power  
Type or Print Above Signature on Above Line

BOOK 534 PAGE 399

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

275365

FINANCING STATEMENT

DATE: November 3, 1988

(X) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_  
Taxable Amount of Debt \$ \_\_\_\_\_

NAME OF DEBTOR (S):

Raymond E. Mowry and Lynn B. Mowry

ADDRESS: 1006 Magothy Park Lane  
Annapolis, Md. 21401

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF  
PROPERTY:

1986 Melrose Bobcat #743, serial number M27342

1977 Beck Trailer, serial number 3938

1984 Dodge Pick-up truck with cap, style D150 1B7GD14T0ES241213

1983 Ford 1 ton Dump truck, Style TK 2FDJF37GXDC86256

RECORD FEE 12.00  
POSTAGE .50  
ON #230330 C777 R03 T14:39  
11/16/88

DEBTOR(S):

Mowry Construction Co.

(Company Name)

BY: Raymond E. Mowry  
Raymond E. Mowry, Sole Proprietor

BY: Lynn B. Mowry  
Lynn B. Mowry, Sole Proprietor

BY: \_\_\_\_\_

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: Reba S. Berman  
(Authorized Signature)

REBA S. BERMAN ASST. V.P.  
(Type Name and Title)

(NOTE: Type name under each  
signature and if company,  
type name of company and  
name and title of authorized  
signer.)

12.50



BOOK 534 PAGE 400 STATE OF MARYLAND

ANNE ARUNDEL - MD

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. 14500.00  
If this statement is to be recorded in land records check here. ☐

14500 - 500 X 3.5 = 102.00

This financing statement Dated September 30, 1988 presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Custom Transport Leasing, Inc.

Address 7460 Conowingo Avenue, Jessup, MD 20794

2. SECURED PARTY

Name Concord Commercial Corporation

Address 210 Goddard Blvd., King of Prussia, PA 19406

7768-2 cm

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

(1) Timpette Trailer Model 89W-01 48' x 102" 13'6"  
With Carrier Phoenix Advantage Refrigeration Unit Model NDA-758 NO-WM-0

Name and address of Assignee

and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the Debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the Debtor to dispose of the above described collateral.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00

RECORD TAX 101.50

POSTAGE .50

MD40320 0040 R04 T14144

11/16/88

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Custom Transport Leasing, Inc.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Concord Commercial Corporation  
Type or Print Above Signature on Above Line

☐ TO BE  
☒ NOT TO BE

RECORDED IN  
LAND RECORDS

☐ SUBJECT TO

☒ NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF

\$

FINANCING STATEMENT

~~Lou's Restaurant~~  
Name or Names—Print or Type

7271 Baltimore & Annapolis BLVD Ferndale MD 21061  
Address—Street No., City - County State Zip Code

1. Debtor(s):

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

J & B Kahn INC.  
Name or Names—Print or Type

3900 38th Street Brentwood MD 20722  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

6/6 hr slicer 775L  
S/N 788572

4. If above described personal property is to be affixed to real property, describe real property.

~~Slicer Globe 775L 788572~~

5. If collateral is crops, describe real estate.

RECORD FEE 11.00

POSTAGE .50

#240330 0040 R04 T14:56

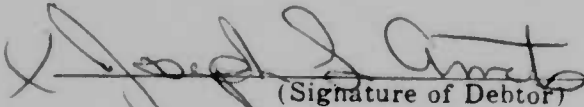
11/16/00

6. Proceeds of collateral ☐ are ☐ are not covered.

7. Products of collateral ☐ are ☐ are not covered.

DEBTOR(S):

SECURED PARTY:

 Pres.  
(Signature of Debtor)

Joseph S. Amato, Pres.  
Type or Print

(Signature of Debtor)

Type or Print

J & B KAHN, INC.  
T/A GLOBE SLICING MACHINES  
& EQUIPMENT  
3900 38th STREET  
BRENTWOOD, MD 20722  
(Company, if applicable)

 PRES.  
(Signature of Secured Party)

Barry I Kahn President  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address

Lucas Bros. Form F-1

J & B KAHN, INC.  
T/A GLOBE SLICING MACHINES  
& EQUIPMENT  
3900 38th STREET  
BRENTWOOD, MD 20722

T/A Lou's Rest

301

761-9958

275368

BOOK 534 PAGE 402

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and address(es)

HARTLEY MARINE, INC.  
111 W. CENTRAL AVE.  
EDGEWATER, MD 21037

2. Secured Party(ies) and address(es)

AT & T CREDIT CORPORATION  
P O BOX 88178  
SEATTLE, WA 98138

3. Maturity date (if any)

For Filing Officer (Date, Time, Number,  
and Filing Office)RECORD FEE 11.00  
POSTAGE .50  
#230680 0777 R03 109:58  
11/17/88

4. This financing statement covers the following types (or items) of property:

All of the Debtor's present and hereafter acquired inventory, machinery, equipment, all goods, merchandise or other personal property held by the Debtor for sale or lease, and all furniture and fixtures, accounts receivable, contract rights, chattel paper, instruments and documents, all attachments, accessories and additions to the foregoing, substitutions and replacements thereto, and all right, title and interest of the Debtor therein and thereto, and all proceeds and products of any of the foregoing including, without limitation, insurance proceeds.

Inventory not subject to recordation tax

5. Assignee(s) of Secured Party and  
Address(es)This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)☐ already subject to a security interest in another jurisdiction when it was brought into this state.☐ which is proceeds of the original collateral described above in which a security interest was perfected.Check ☒ if covered. ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:Filed with:  
CLERK OF THE CIRCUIT COURT  
ANNE ARUNDEL COUNTY

HARTLEY MARINE, INC.

By: \_\_\_\_\_

Signature(s) of Debtor(s)

AT &amp; T CREDIT CORPORATION

By: \_\_\_\_\_

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

275369

BOOK 534 PAGE 403

Not to be recorded in  
Land Records

Subject to Recordation Tax:  
Principal Amount is \$710,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: October 17, 1988

FINANCING STATEMENT

1. Debtor: Address:  
AMERICAN HOMES CORPORATION 647 Revell Highway  
Annapolis, Maryland 21401
2. Secured Party: Address:  
SIGNET BANK/MARYLAND P.O. Box 1077  
Baltimore, Maryland 21203
3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

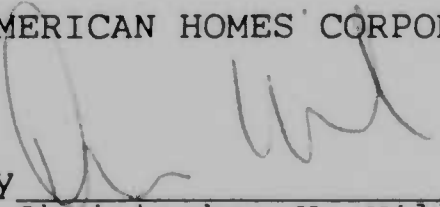
3-  
JO

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GORDON DE GEORGE and THOMAS M. SCOTT, III, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Signet Bank/Maryland, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral are covered hereunder.
6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

AMERICAN HOMES CORPORATION

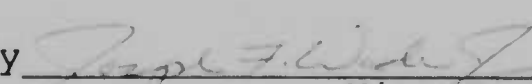
By

  
Christopher H. Hill,  
President

SECURED PARTY:

SIGNET BANK/MARYLAND

By

  
Assistant Vice President

AHFS979.198 L1



BOOK 534 PAGE 405

SCHEDULE A

All those lots of ground situate in Anne Arundel County, Maryland and being known and designated as lot 1 as shown on plat 2 of 3, and lot 12 as shown on plat 3 of 3, of the plats entitled "Cluster Subdivision, Harbour Glen", all of which are duly recorded among the Land Records of Anne Arundel County, Maryland at Plat Book 105, Pages 23, 24 and 25.

04105-20099

INDEMNITY FINANCING STATEMENT

BOOK 534 PAGE 406

1. Name(s) of Debtor: QUARTERFIELD FARMS DEVELOPMENT  
PARTNERSHIP  
Address(es): 7779 New York Lane  
Glen Burnie, Maryland

2. Name of Secured Party: MARYLAND NATIONAL L...  
Address: Real Estate Department  
10 Light Street  
Baltimore, Maryland 21202  
Attn: Thomas P. Talbott

275370

3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Indemnity Deed of Trust dated November 10, 1988 from Debtor to Dennis M. Miller and Stephen F. Beckenholdt, Trustees (the "Deed of Trust"), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

WO

19.00

.50

0345 101 111431

11/17/88

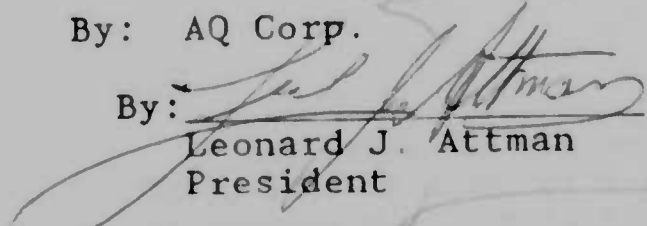
2

4. Proceeds and products of all collateral are covered.
5. Not Subject to Recordation Tax.
6. The record owner of the real property described in the Indemnity Deed of Trust is the Debtor.

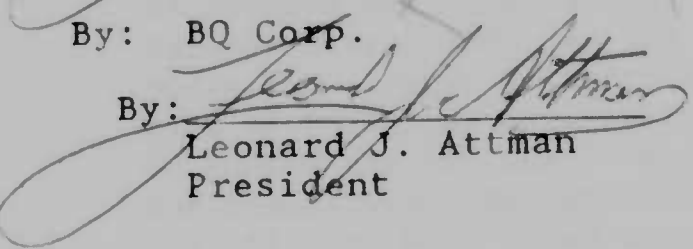
Debtor:

QUARTERFIELD FARMS DEVELOPMENT  
PARTNERSHIP

By: AQ Corp.

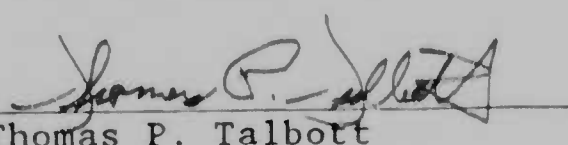
By:   
Leonard J. Attman  
President

By: BQ Corp.

By:   
Leonard J. Attman  
President

Secured Party:

MARYLAND NATIONAL BANK

By:   
Thomas P. Talbott  
Vice President

Mr. Clerk: Return to Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202  
ATTN: Susan Zimmerman Whitman

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL  
COUNTY
2. ~~WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION~~

EXHIBIT A

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in Anne Arundel County, State of Maryland, and more particularly described as follows:

Beginning for the same on the Southeast side of Quarterfield Road, 30 feet wide, at a point located South 28 degrees 32 minutes 03 seconds West 149.43 feet and South 29 degrees 37 minutes 12 seconds West 102.00 feet as measured along said road, from a point where the seventh or North 57 degrees 40 minutes West 3,460 foot line of the first described parcel in the conveyance from Mamie C. Reddin and William J. Reddin, her husband, and Olivia D. Howe and Samuel Howe, her husband, to Peter Jasko and Martha Jasko, his wife, by Deed dated December 17, 1923, and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.N.W. 74, Folio 27, is intersected by said Southeast side of Quarterfield Road; and thence running and binding on the said Southeast side of Quarterfield Road, as shown on "Plat Two of Four, Quarterfield Farms," intended to be recorded among the Land Records of Anne Arundel County, Maryland,

- 1) South 29 degrees 37 minutes 12 seconds West 48.08 feet,
- 2) South 29 degrees 00 minutes 24 seconds West 149.95 feet,
- 3) South 28 degrees 49 minutes 33 seconds West 160.00 feet,
- 4) South 28 degrees 23 minutes 58 seconds West 149.45 feet,
- 5) South 23 degrees 58 minutes 38 seconds West 203.62 feet,
- 6) South 23 degrees 31 minutes 10 seconds West 298.94 feet,
- 7) South 24 degrees 25 minutes 12 seconds West 392.54 feet,
- 8) South 25 degrees 03 minutes 15 seconds West 130.92 feet,
- 9) South 26 degrees 03 minutes 45 seconds West 98.55 feet to intersect the third or South 6 degrees East 315 foot line of the said conveyance, as now surveyed; thence binding thereon, and leaving said road,
- 10) South 11 degrees 16 minutes 39 seconds East 324.72 feet; thence still binding on the outline of the said conveyance,

EXHIBIT A CONTINUED

- 11) South 70 degrees 16 minutes 39 seconds East 3,450.18 feet to a stone found; thence,
- 12) North 19 degrees 47 minutes 10 seconds East 836.18 feet to a stone found, and
- 13) North 19 degrees 42 minutes 59 seconds East 659.43 feet to a point marking the boundary of Derby Farms, recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 100, Page 18; thence running with and binding thereon,
- 14) North 63 degrees 17 minutes 03 seconds West 3,485.65 feet to the point of beginning.

Containing in all 139.799 acres of land, more or less.

Being all that land conveyed by Martha Jasko, to Quarterfield Farms Development Partnership by Deed dated September 25, 1986 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4156, Folio 444.

BOOK 100  
PAGE 18



Financing Statement  
Records of Anne  
Arundel County

FINANCING STATEMENT

1. Name of Debtors: (a) QUARTERFIELD FARMS DEVELOPMENT PARTNERSHIP  
(b) AQ CORP.  
(c) BQ CORP.  
Address of Debtors: c/o 7779 New York Lane  
Glen Burnie, Maryland 21061
2. Name of Secured Party: MARYLAND NATIONAL BANK  
Address: 10 Light Street  
Baltimore, Maryland 21202  
Attn: Real Estate Industries Group  
Thomas P. Talbott

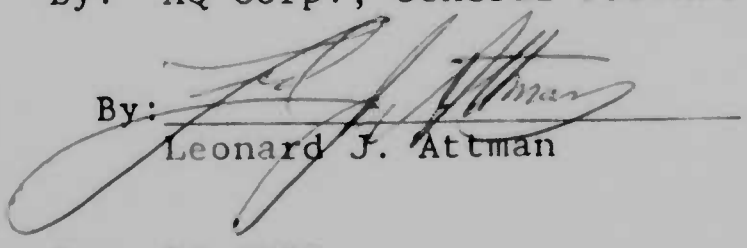
534 410

3. The following types or items of collateral are covered by this Financing Statement:
- (a) All right, title and interest of the Debtors in and to the Partnership Interest Purchase Agreement dated July 14, 1988 by and among Quarterfield Farms Development Partnership as well as Washington Homes, Inc., Jacobs and Sons Development Corporation and John W. Steffey, Sr. (collectively, the "Seller") as sellers and AQ Corp. as buyer, as amended as of November \_\_, 1988 (the "Contract"), which Contract was assigned by AQ Corp. to AQ Corp. and BQ Corp.
- (b) All right, title and interest of the Debtors in and to the Assignment of Partnership Interest dated November 10, 1988 made by the Sellers in favor of AQ Corp. and BQ Corp.
4. Proceeds of all collateral are covered.

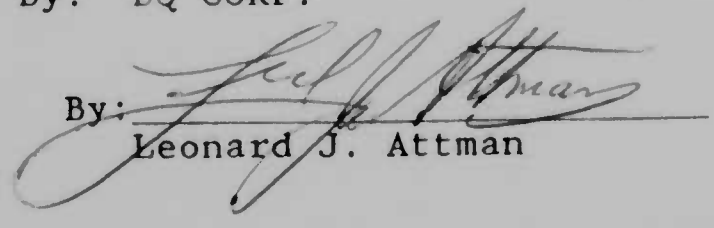
DEBTORS:

QUARTERFIELD FARMS DEVELOPMENT PARTNERSHIP

By: AQ Corp., General Partner

By:   
Leonard J. Attman

By: BQ CORP.

By:   
Leonard J. Attman

WO  
RECORD FEE 13.00  
POSTAGE .50  
#412880-0345 R01 711431  
11/17/89

[SIGNATURES CONTINUED ON PAGE 2]

12

[SIGNATURES CONTINUED FROM PAGE 1]

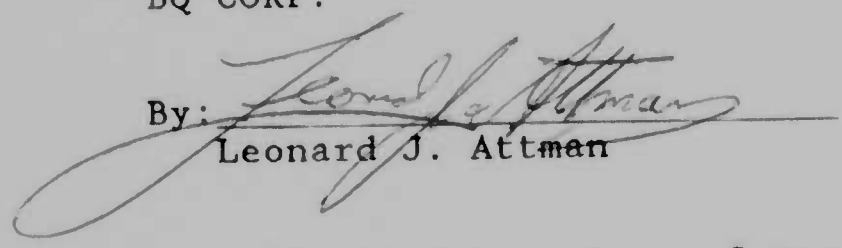
AQ Corp.

By:

  
Leonard J. Attman

BQ CORP.

By:

  
Leonard J. Attman

Please return to: Susan Z. Whitman, Esquire  
Miles & Stockbridge  
10 Light Street, 9th Floor  
Baltimore, Maryland 21202

BOOK 534 PAGE 111

#112941

FINANCING STATEMENT

275372

1. Name of Debtor: NOVATEC, INC.  
Address: 222 East Thomas Avenue  
Baltimore, Maryland 21225
2. Name of Secured Party: MARYLAND NATIONAL BANK  
Address: Real Estate Industries Group  
Construction Finance Section  
10 Light Street  
Baltimore, Maryland 21202
3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated November 9, 1988 from Debtor to Stephen F. Beckenholdt and Dennis M. Miller, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

RECORD FEE 13.00  
POSTAGE .50  
NOV 17 1988 11:52  
11/17/88

135.50

## EXHIBIT A

PROPERTY DESCRIPTION

All those lots of ground situate in Anne Arundel County, State of Maryland, described as follows:

BEING KNOWN AND DESIGNATED as Parcel "A" and Parcel "AR" as shown on a Plat entitled "Minor Subdivision, Parcel "A", "Kay-Ruta Industrial Park" said Plat being recorded among the Land Records of Anne Arundel County in Liber E.A.C. No. 3688 Folio 635 and rerecorded among the Land Records of Anne Arundel County in Liber E.A.C. No. 3713 Folio 606.

Being the same lots of ground which by Deed dated September 30, 1986 and recorded among the Land Records of Anne Arundel County in Liber 4166 Folio 238 were granted and conveyed by Thomas Avenue Associates, a General Partnership to Novatec, Inc.

BEGINNING FOR THE SAME AND BEING Lot No. twenty (20) in the Brooklyn- Curtis Bay Land Company's subdivision of a portion of the "Thomas Tract" as shown on Plat recorded among the Land Records of Anne Arundel County in Plat Cabinet 1, Rod K, Folio 2. The Lot hereby conveyed is presently Lot No. 20 of the Thomas Tract on Pebble Road in Anne Arundel County.

Being the same lot of ground described in Deed dated December 31, 1986 and recorded among the Land Records of Anne Arundel County in Liber 4248 Folio 204 was granted and conveyed by Warren D. Tewes to Novatec, Inc.

534 414

(d) Proceeds and products of all collateral are covered.

4. Recordation tax on the principal sum of \$400,000 has been paid to the Clerk of the Circuit Court of Anne Arundel County, Maryland upon recording of the Deed of Trust.

Debtor:

NOVATEC, INC.

By

Lawrence F. DeBaugh  
Name: Lawrence F. DeBaugh  
Title: President

Secured Party:

MARYLAND NATIONAL BANK

By

Dennis R. Glasgow  
Dennis R. Glasgow  
Vice President

Mr. Clerk: Return to Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202  
ATTN: Jeffrey H. Seibert, Esquire

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND
2. WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION



275373  
To Be Recorded In The Land  
And In the Chattel Records  
Of Anne Arundel County And  
Among the Financing  
Statement Records Of The  
State Department Of  
Assessments And Taxation.

534 415  
Subject To Recording Tax On  
Principal Amount Of  
\$74,100.00 Which Was Paid To  
The Clerk Of The Circuit  
Court Of Anne Arundel  
County Upon The Filing Of A  
Deed Of Trust.

FINANCING STATEMENT  
(Maryland - U.C.C.-1)

I. DEBTOR: BRITTANY WOODS HOME BUILDER'S,  
INC.  
409 Forest Lane  
Baltimore, Maryland 21228  
Attention: Mr. Nicholas M. Beccio  
POSTAGE 21.00  
.50

II. SECURED PARTY: BALTIMORE FEDERAL FINANCIAL,  
F.S.A.  
300 East Lombard Street  
Baltimore, Maryland 21202  
Attention: Commercial Lending  
Division  
WIC  
4329680 0055 R02 T13:43

III. This Financing Statement covers and the Debtor grants and  
conveys to the Secured Party a security interest in and to  
the following:

A. All plant, equipment, apparatus, machinery, fittings,  
appliances, furniture, furnishings, and fixtures, and  
other chattels and personal property and replacements  
thereof, now or at any time hereafter affixed or  
attached to, incorporated in, placed upon, or in any  
way used in connection with the current or future  
utilization, enjoyment, occupation, or operation of the  
below referred to real property including by way of  
example and not by way of limitation, all lighting,  
heating, ventilating, air conditioning, incinerating,  
sprinkling, laundry, lifting and plumbing fixtures and  
equipment, water and power systems, loading and  
unloading equipment, burglar alarms and security  
systems, fire prevention and fire extinguishing systems  
and equipment, engines, boilers, ranges, refrigerators,  
stoves, furnaces, oil burners or units, communication  
systems and equipment, dynamos, transformers, motors,  
tanks, electrical equipment, elevators, escalators,  
cabinets, partitions, ducts, compressors, switchboards,

storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
- d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
- e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.
- f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way

- g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
  - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.
  - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto and consisting of 1 page, being the same property described in a Deed of Trust of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property.
  5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

BRITTANY WOODS HOME BUILDER'S,  
INC.,  
A Maryland Corporation

By: Walter E. Marsh (SEAL)  
Walter E. Marsh,  
Title: PRES

By: Nicholas M. Beccio (SEAL)  
Nicholas M. Beccio,  
Title: V. Pres

Date: October 19, 1988

BOOK 534 PAGE 418

TO FILING OFFICER: After this Statement has been recorded,  
please return to:

David R. Naka  
Gebhardt & Smith  
Ninth Floor  
The World Trade Center  
Baltimore, Maryland 21202  
File No.: (DRN) 7749

## "EXHIBIT A"

BEING KNOWN AND DESIGNATED as Lots No. 18, 19 and 20, in Block or Section No. 87 as shown on the Plat of GREEN HAVEN, now recorded among the Land Records of Anne Arundel County in Plat Book No. 15, folio 7, formerly in Plat Book W.N.W. No. 1, folio 346. Said three (3) lots bounding on the northerly side of 211th Street (formerly Eleventh Street), with a combined width of 75 feet and an even parallel depth of 100 feet as recited on said Plat.

BEING the same property which by Deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland immediately prior hereto was granted and conveyed by Lucy E. Menkel, widow, unto the Borrower herein.



534 420

TO BE RECORDED AMONG THE  
~~LAND RECORDS AND INDEXED~~  
AMONG THE CHATTEL RECORDS 275374

THIS TRANSACTION IS SUBJECT TO  
RECORDATION TAXES ON THE AMOUNT  
OF \$ 350,000.00, WHICH HAVE  
BEEN PAID TO THE CLERK OF THE  
CIRCUIT COURT FOR Anne Arundel

FINANCING STATEMENT

Richard W. Durkee, Judith Ann Durkee, & Robert Schickling

510 Polling House Rd., Harwood, Md. 20776

1. Debtor(s)

2. Secured  
Party

Regal Savings Bank, F.S.B.

10123 Reisterstown Road, Owings Mills, Md. 21117

3. This Financing Statement covers the following types of property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

4. If the above personal property is to be affixed to real property, describe  
real property. SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

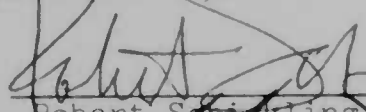
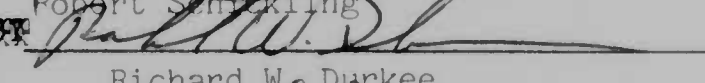
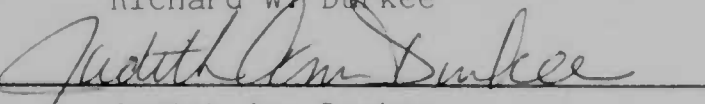
5. Proceeds of collateral are covered.

6. Products of collateral are covered.

RECORD FEE 13.00  
POSTAGE .50  
#330240 C237 R02 T10:27  
11/18/86

DEBTOR(S):

SECURED PARTY:

  
Robert Schickling  
  
Richard W. Durkee  
  
Judith Ann Durkee

After this statement has been recorded please return to:

Dackman and Heyman, Attorneys, 2221 Maryland Avenue, Baltimore, Md. 21218

1300

EXHIBIT "A"

BOOK 534 PAGE 421

BEING KNOWN AND DESIGNATED as Lot No. 95 as shown on a Plat entitled Fishing Creek Farm, Plat 1 of 9, A Cluster Subdivision, which said Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 109, folio 45.

534 422

This <b>STATEMENT</b> is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Peerless Printing & Graphics, Inc. T/A Action Printing & Graphics 2525 Riva Road Annapolis, MD 21401	2. Secured Party(ies) and address(es) Diversified Leasing, Inc. 133 Defense Hwy., #207 Annapolis, MD 21401	For Filing Officer (Date, Time and Filing Office)  RECORD FEE 12.00 POSTAGE .50 #242520 C040 R04 T09:53 11/18/88
4. This statement refers to original Financing Statement bearing File No. 273987 Book 530 Page 184 Filed with A.A. Co. Date Filed 9/20/88 19		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input checked="" type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10. See attached Amendment - attached hereto and made a part hereof.		

No. of additional Sheets presented: 1

By: \_\_\_\_\_ Diversified Leasing, Inc.  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). By: Ellen Collins Corp. Secy  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

#6578

534 423

275375

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Anchor Capital Group, Inc.

Address 133 Defense Highway, Suite #206, Annapolis, Maryland 21401

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Highway, Suite #207, Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) Binding Machine Model 460KM  
Number AE00850

Name and address of Assignee

\*FILED ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT TO CREATE A SECURITY INTEREST.

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

RECORD FEE 1.10  
POSTAGE .50  
#242330 CG-40 R04 T10:04  
11/10/00

John W. Hersman PRESIDENT  
(Signature of Debtor)

JOHN W. HERSMAN PRESIDENT  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Thomas E. Myers O.M.  
(Signature of Secured Party)

Thomas E. Myers O.M.  
Type or Print Above Signature on Above Line

11/6/00

275376

BOOK 534 PAGE 424

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF  
THE REAL ESTATE NO (X) YES ( ) NAME OF RECORD OWNER

Circuit Court of Anne Arundel County

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)

## FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The  
secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.  
No other name will be indexed.

Alfred W. Kanney  
204 West Juniper  
Sterling, Virginia 22170

Check the box indicating the kind of statement.  
Check only one box.

- (X) ORIGINAL FINANCING STATEMENT  
( ) CONTINUATION-ORIGINAL STILL EFFECTIVE  
( ) AMENDMENT  
( ) ASSIGNMENT  
( ) PARTIAL RELEASE OF COLLATERAL  
( ) TERMINATION

Name &amp; address of Secured Party

FARMERS & MERCHANTS  
NATIONAL BANK  
P.O. BOX 9  
HAMILTON, VIRGINIA 22068

Name &amp; address of Assignee

RECORD FEE 11.00  
POSTAGE .50  
#242460 0040 R04 T10428  
11/18/88

Date of maturity if less than five years

Check if proceeds of collateral are covered ( )

Description of collateral covered by original financing statement

1956 Mathews 42 Foot cabin cruiser

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia  
from another jurisdiction.

Describe Real Estate if applicable:

11-150

ALFRED W. KANNEY  
BY:

Signature of Debtor if applicable (Date)

ALFRED W. KANNEY  
FILING OFFICER COPY

FARMERS & MERCHANTS NATIONAL BANK  
BY:

Signature of Secured Party if applicable (Date)

H. ROGER ZURN, JR., VICE PRESIDENT

Revised 7-1-82



CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

275377

FINANCING STATEMENT

1. ☐ To be recorded in the Land Records.
2. ☒ To be recorded among the Financing Statement Records.
3. ☐ Not subject to Recordation Tax.
4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 8,500.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Circuit Court for Anne Arundel County.

5. Debtor(s) Name(s) Address(es)  
Coastal Air Handling & Consolidation, Inc. 7525 N. Connelly Drive  
Hanover, Maryland 21076

6. Secured Party Address  
Equitable Bank, National Association 100 S. Charles Street  
Attention: Catherine M. Friesner Baltimore, MD 21201  
Documentation Assistant

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☒ A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☒ B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☒ C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☒ D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☒ E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. ☐ All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are:

Coastal Air Handling & Consolidation, Inc.

By: John L. McClinton, Jr., President (Seal)

(Seal)

RECORD FEE 11.00  
RECORD TAX 59.50  
POSTAGE .50

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

11/18/89

Form 609 (7/82)

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST 3rd FL.  
BALTIMORE, MARYLAND 21201

11.00  
59.50  
71.00

**SCHEDULE A**

This Schedule A attached to and made a part of a Financing Statement by and between Equitable Bank, National Association, the secured party and Coastal Air Handling & Consolidation, Inc., the debtor.

Section G. cont'd.

1985 GMC Truck VIN 2GDHG31MSF4520607

1988 Isuzu Truck, model TG3, VIN JALK7A1N9J3201351

1988 Isuzu Truck, model FTR, VIN JALM7A1NXJ3200024

275378

## FINANCING STATEMENT

BOOK 534 427

1. ☐ To be recorded in the Land Records.
2. ☒ To be recorded among the Financing Statement Records.
3. ☒ Not subject to Recordation Tax.
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

5. Debtor(s) Name(s)	Address(es)
Logistics Engineering Associates, Inc.	P.O. Box 3357 305 Second Street Annapolis, Maryland 21403
6. Secured Party	Address
Equitable Bank, National Association	100 S. Charles Street
Attention: Debra Grimm	Baltimore, Maryland 21201-2791
Documentation Assistant	

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☐ A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☒ B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☒ C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. ☐ All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_.

Debtors: Logistics Engineering Associates, Inc.

By: Patrick M. Dallosta (Seal) \_\_\_\_\_ (Seal)  
Patrick M. Dallosta, President  
\_\_\_\_\_  
(Seal) \_\_\_\_\_ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7-82)

RECORD FEE  
POSTAGE

11.00  
.50

#240520 C040 R04 T10432

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 3rd FL  
BALTIMORE, MARYLAND 21201

11/10/88

## SCHEDULE A

BOOK 534 PAGE 428

This Schedule A is attached to and made part of a Financing Statement dated October 13, 1988 by and between Equitable Bank, N.A. (the "Secured Party") and Logistics Engineering Associates, Inc. (the "Debtor")

### G. Other

Subcontract No. 0101-01 under Department of the Navy Space and Naval Warfare Systems Command Contract N00039-88-C-0101 by and between RS Data Systems, Inc. ("Contractor") and Logistics Engineering Associates, Inc. ("Subcontractor") dated August 17, 1988.

Logistics Engineering Associates, Inc.

By: 

Patrick M. Dallosta, President

CDF/06-10-87  
9915X  
SSA-SFC(B)(4)

BOOK 534 PAGE 429

275379

To be recorded  
(1) in the Land Records  
of Anne Arundel County;  
(2) in the Financing Statement  
Records of Anne Arundel  
County; and  
(3) with the State Department of  
Assessments and Taxation.

Not subject to recordation  
tax  
Principal amount is  
\$ 140,000.00

The appropriate amount of documentary stamps are affixed to  
a deed of trust and security agreement recorded or to be  
recorded among the Land Records of Anne Arundel County,  
Maryland, and given as security for the same loan.

#### FINANCING STATEMENT

1. Debtor:

ACT II Homes

Mailing Address of Debtor:

20 Hammond's Lane  
Baltimore, MD 21225

2. Secured Party:

STERLING BANK & TRUST CO.,  
a bank and trust company  
incorporated and existing  
under the law of Maryland,

Address of Secured Party:  
Suite 201  
111 East Water Street  
Baltimore, Maryland 21202

3. This Financing Statement covers all of the Debtor's  
right, title and interest in and to

3.1. All equipment, machinery, apparatus, fit-  
tings, building materials and other articles of personal  
property of every kind and nature whatsoever, now or here-  
after located in or upon any interest or estate in any or  
all of the land which is described in Exhibit A hereto and  
used or usable in connection with any present or future  
operation of such land and now owned or hereafter acquired  
by the Debtor, including, by way of example rather than of  
limitation, all heating, lighting, laundry, clothes  
washing, clothes drying, incinerating and power equipment,  
engines, pipes, tanks, motors, conduits, switchboards,  
plumbing, lifting, cleaning, fire prevention, fire-ex-  
tinguishing, refrigerating, ventilating, and communica-  
tions apparatus, television sets, radio systems, recording  
systems, air-cooling and air-conditioning apparatus, ele-  
vators, escalators, shades, awnings, draperies, curtains,  
fans, furniture, furnishings, carpeting, linoleum and  
other floor coverings, screens, storm doors and windows,  
stoves, gas and electric ranges, refrigerators, garbage  
disposals, sump pumps, dishwashers, washers, dryers,  
attached cabinets, partitions, ducts and compressors,  
landscaping, lawn and garden equipment, security systems  
and including all equipment installed or to be installed  
or used or usable in the operation of any building or  
appurtenant facilities erected or to be erected in or upon  
such land.



3.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

4. The aforesaid items are included as security in a deed of trust and security agreement of even date herewith and given by the Debtor to Arthur L. Silber and Patricia A. Jenkins, trustees for Sterling Bank & Trust Co., and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a debt owed by the Debtor to Sterling Bank & Trust Co.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in the said County which is more particularly described in the said deed of trust and security agreement and in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$140,000.00. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such Deed of Trust Note, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

Debtor:

ACT II Homes,  
a sole proprietorship organized and existing under the law of Maryland.

by

Arthur C. Tate, Jr.

Date: November 16, 1988

To the Filing Officer: After this Statement has been recorded, please mail the same to Charles D. Frazer, Esquire, Suite 700, American City Building, Columbia, Maryland 21044.

CDF/06-10-87  
9915X  
SSA-SFC(B)(4)

BOOK 534 PAGE 431

FINANCING STATEMENT

by

ACT II Homes, Debtor

and

STERLING BANK & TRUST CO., Secured Party

EXHIBIT A

Description of land

ALL OF THAT LAND, situate and lying in Anne Arundel  
County, Maryland, which is described as follows:

PLEASE SEE EXHIBIT A ATTACHED HERETO AND MADE APART HEREOF.

MT/C # 3882214

534 432

ATTACHED TO AND MADE A PART OF A DEED OF TRUST FROM ARTHUR C. TATE, JR.  
TO THE TRUSTEES FOR STERLING BANK & TRUST COMPANY

EXHIBIT A

BEING KNOWN AND DESIGNATED as Lot 12, Section I, as shown on the plat entitled,  
"SEVERNA PARK", which is recorded among the Land Records of Anne Arundel County in  
Plat Book 12, folio 25.

11/02/88  
nak

275330

BOOK

534

433

1573v

FINANCING STATEMENT RECORDS - ✓  
ANNE ARUNDEL COUNTY, MARYLAND

Not subject to Recordation Tax

FINANCING STATEMENT

RECORD FEE 14.00  
POSTAGE .50  
#330450 0237 R02 T15705  
11/18/88

1. Debtor: Address: WC  
CROMWELL FOUNTAIN 305 E. Furnace Branch Road  
ASSOCIATES P.O. Box 878  
Glen Burnie, Maryland 21061
2. Secured Party: Address:  
FIRST AMERICAN BANK OF 8401 Colesville Road  
MARYLAND Silver Spring, Maryland 20910  
Attn: Real Estate Department
3. THIS FINANCING STATEMENT COVERS:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all materials now or hereafter owned by the Debtor intended for construction, reconstruction, alterations and repairs of any improvements now or hereafter erected upon the premises described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all equipment, machinery, apparatus, fixtures and articles of personal property now or hereafter owned by the Debtor and attached to or contained in and used in connection with the Premises, including, but not limited to, all motors, elevators, fittings, radiators, gas ranges, iceboxes, mechanical refrigerators, dishwashers, awnings, shades, screens, office equipment and other furnishings and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all renewals or replacements thereof or articles of substitution therefor, whether or not the same are or shall be attached to said improvements in any manner; and

(b) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Debtor may now or shall hereafter become entitled or may demand or claim, arising or issuing from or out of any leases of any portion of the Premises or from or out of the Premises or any part thereof;

(c) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all awards and other compensation heretofore or hereafter to be made to the Debtor in any taking by eminent domain, or by deed in lieu thereof, either permanent or temporary, of all or any portion of the Premises or any easement or any appurtenance thereto, including severance and consequential damages and change in grade of any street; and

(d) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to

1450

11/02/88  
nak

BOOK 534 DATE 434

1573v

all insurance policies pertaining to the Premises and all proceeds thereof.

(e) All of the Debtor's right, title and interest in and to (i) any contracts of sale of all or any portion of the Premises, (ii) all monies in the nature of earnest money deposits made pursuant to such contracts, (iii) all monies payable to the Debtor pursuant to such contracts, and (iv) all cash and non-cash proceeds of all of the foregoing.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the Premises for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the Premises.

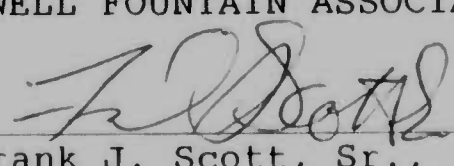
4. The aforesaid items are included as security in a certain Deed of Trust, Assignment and Security Agreement dated November 16, 1988 given by the Debtor to trustees, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the Premises are located to secure the indebtedness owed by the Debtor to the Secured Party.

5. Proceeds of collateral are covered by this Financing Statement.

6. The collateral hereinabove described, or interest of the Debtor therein, affects, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits hereinabove referenced.

DEBTOR:

CROMWELL FOUNTAIN ASSOCIATES

By:  (SEAL)  
Frank J. Scott, Sr.,  
General Partner

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

Natalie A. Klaum  
Legal Assistant  
Frank, Bernstein, Conaway & Goldman  
300 East Lombard Street  
Baltimore, Maryland 21202



BOOK 534 PAGE 435

EXHIBIT A

Description of Property

All that lot of ground as shown on the Plat entitled "Cromwell Fountain - Section II", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 111, folio 8, at Plat No. 5733.

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STATEMENT OF ASSIGNMENT  
FINANCING STATEMENT

274242, Original Financing Statement File No.  
(Liber 531, folio 164)  
          , Identifying File No.

This statement of assignment of the Financing Statement bearing the file number shown above is presented to the Clerk, Circuit Court for Anne Arundel County pursuant to the Uniform Commercial Code.

NAME OF DEBTORS

JACOB UMANSKI  
/ARKADY STEPENSKY

ADDRESS

✓ t/a "Crofton Mobil"  
2201 Defense Highway  
Crofton, MD 21114

NAME OF SECURED PARTIES

P & K, INC.  
1574 Eaton Way  
Crofton, MD 21114

NAME OF ASSIGNEE

ROBERT S. KERNO, SR.  
ELIZABETH V. PECOSH

RECORD FEE 10.00  
POSTAGE .50

ADDRESS

1574 Eaton Way #331680 D055 R02 T13:42  
Crofton, MD 21114

The Secured Parties certify that the Secured Parties have assigned to the foregoing Assignee the Secured Parties' rights under the Financing Statement bearing the file number shown above in the following types or items of collateral:

11/21/88

1200  
60

All rights of Debtor under lease of real and personal property, now or hereafter existing, all machinery, equipment, furniture and fixtures of whatever sort, and all other assets of Debtor whether now existing or hereafter created or acquired, including without limitation, all inventory, goods, merchandise, equipment, all accounts, notes, drafts, acceptances, chattel papers, licenses, leases, contracts, contract rights, and other forms of obligations and receivables and all guarantees and securities therefor, all fixtures, furnishings, leasehold improvements and all other tangible personal property, all trade names and service marks, and all rights of Debtor earned or yet

CK

BOOK 534 437

to be earned under contracts to sell goods or render services and in general intangibles, located in or at the business operated by the Debtor at 2201 Defense Highway, Crofton, MD, including, without limitation, all additions, substitutions, accessions or replacements thereto and therefore and all proceeds thereof and products therefrom, which the debtor may acquire at any time during the continuation of this Financing Statement in connection with the operation of the business of the Debtor.

Proceeds and products of collateral are also covered.

DATED:

11/18/88

Robert S. Kern, Sr.  
As surviving shareholder  
of P&K, Inc.

Elizabeth V. Pecosh  
As surviving shareholder  
of P&K, Inc.

BOOK 534 PAGE 438

FINANCING STATEMENT

275382

# Total Debt  
\$ 112,417.60

Identifying File No. \_\_\_\_\_

25,000.00 Equipment and Fixtures as for  
recording purposes only

This Financing Statement dated November 15, 1988, is presented to the Clerk, Circuit Court for Anne Arundel County, for filing pursuant to the Uniform Commercial Code.

1. DEBTOR: TCHM, INC.  
t/a "Crofton Mobile"  
2201 Defense Highway  
Crofton, MD 21114

2. SECURED PARTIES: ROBERT S. KERNO, SR.  
ELIZABETH V. PECOSH  
1574 Eaton Way  
Crofton, MD 21114

RECORD FEE 23.00  
RECORD TAX 175.00  
POSTAGE .50

3. Maturity Date of Obligation (if any): June 15, 1993

4. This financing statement covers the following types or items of property:

To all rights of Debtor under lease of real and personal property, now or hereafter existing, all machinery, equipment, furniture and fixtures of whatever sort, and all other assets of Debtor whether now existing or hereafter created or acquired, including without limitation, all inventory, goods, merchandise, equipment, all accounts, notes, drafts, acceptances, chattel papers, licenses, leases, contracts, contract rights, and other forms of obligations and receivables and all guarantees and securities therefor, all fixtures, furnishings, leasehold improvements and all other tangible personal property, all trade names and service marks, and all rights of Debtor earned or yet to be earned under contracts to sell goods or render services and in general intangibles, located in or at the business operated by the Debtor at 2201 Defense Highway, Crofton, MD, including, without limitation, all additions, substitutions, accessions or

10/18/88  
10/18/88  
2/15/89  
this attorney in fact S.U.

AS  
S.U. S.S.

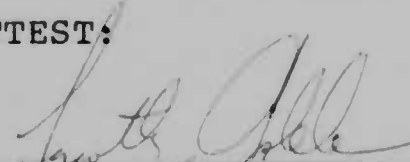
23.00  
175.00  
197.00

replacements thereto and therefore and all proceeds thereof and products therefrom, which the debtor may acquire at any time during the continuation of this Financing Statement in connection with the operation of the business of the Debtor.

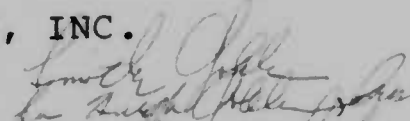
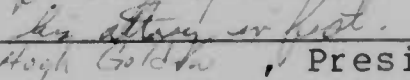
5. Collateral: Proceeds and products of collateral are also covered.

DEBTORS

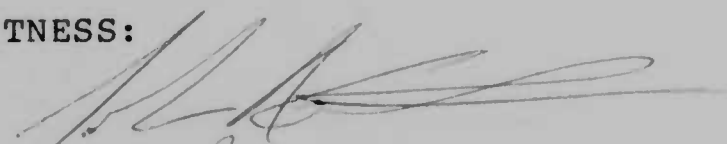
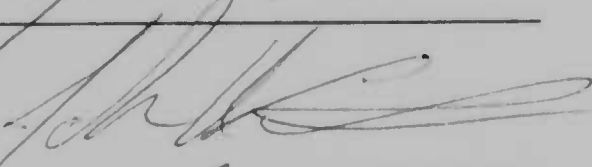
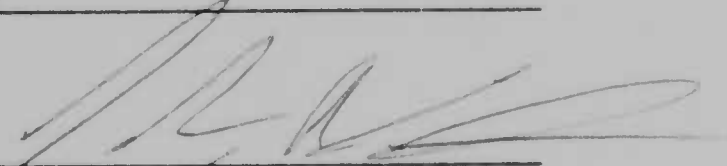
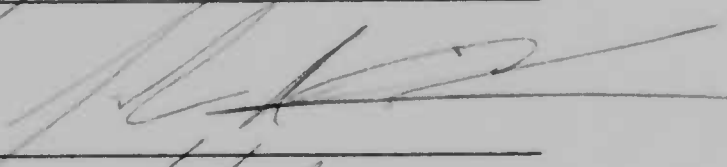


ATTEST:


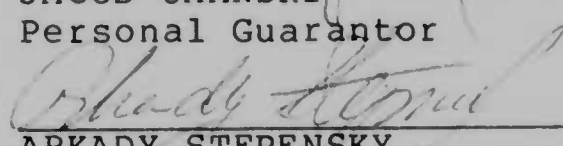
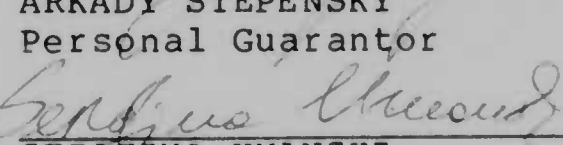
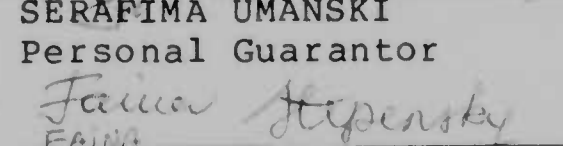
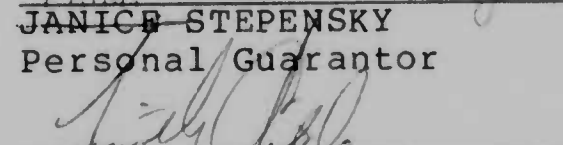
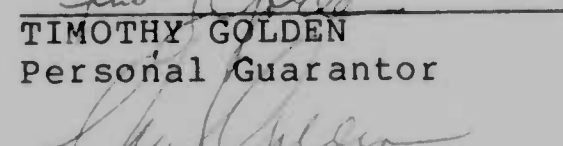
  
 Timothy Golden, Secretary

TCHM, INC.

  
 By:  Hugh Golden, President

WITNESS:

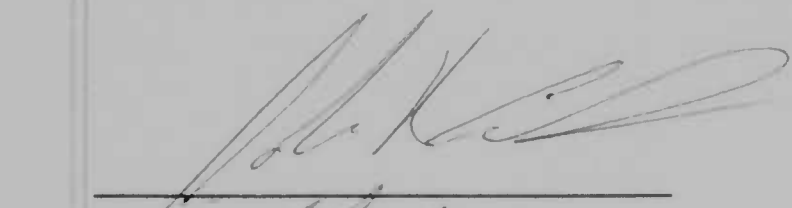

  
  
  
  
  


  
 JACOB UMANSKI  
 Personal Guarantor  
  
 ARKADY STEPENSKY  
 Personal Guarantor  
  
 SERAFIMA UMANSKI  
 Personal Guarantor  
  
 JANICE STEPENSKY  
 Personal Guarantor  
  
 TIMOTHY GOLDEN  
 Personal Guarantor  
  
 CHERYL GOLDEN  
 Personal Guarantor

*B for  
 attorney in fact.*



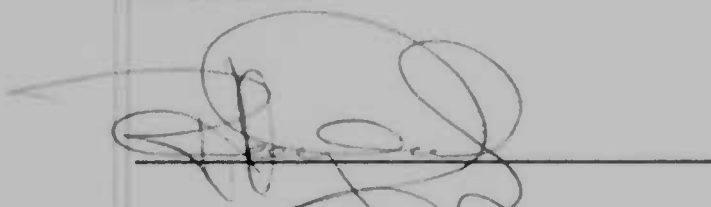
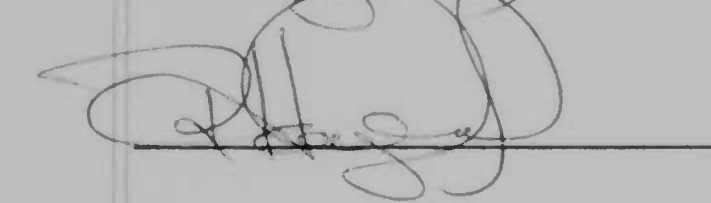
BOOK 534 PAGE 440


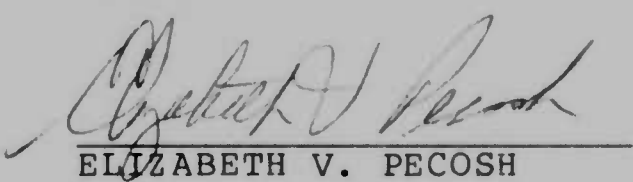
  
\_\_\_\_\_  
  
\_\_\_\_\_

*signed for  
Hugh Golden for  
attorney in fact.*  
\_\_\_\_\_  
HUGH GOLDEN  
Personal Guarantor  
*signed for  
Mary Ann Golden for  
attorney in fact.*  
\_\_\_\_\_  
MARY ANN GOLDEN  
Personal Guarantor

SECURED PARTIES

WITNESS:

  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
ROBERT S. KERNO, SR.  
  
\_\_\_\_\_  
ELIZABETH V. PECOSH

*As S.  
H. for H.G. for  
H. for T.C. for  
attorney in fact.  
J.F. S. S. F.S.*

275383

BOOK 534 PAGE 441

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

1. Debtor(s) and Address(es)

TCHM, Inc.  
c/o 9330 Palmer Place  
Laurel, MD 20708

2. Secured Party and Address

Arkady Stepensky  
10 Martin's Square Lane  
Rockville, MD 2085

Jakob Umanski  
702 Kersey Road  
Silver Spring, MD 20902

RECORD FEE 12.00  
RECORD TAX 175.00  
POSTAGE .50  
H331700 C055 R02 T13:42  
11/21/88

3. This Financing Statement cover the following types of property:

- x A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of the business known as: Crofton Mobil including but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Secured Party and all proceeds thereof in any form whatever.
- x B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished bonds, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.
- x C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to

1200  
175.00  
5

become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

\_\_\_D. All crops, livestock and supplies held, used or produced in the farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

\_\_\_E. Other.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction is not ~~is~~ exempt from the recordation tax [Maryland].

\$25,000.00 Equipment and Fixtures as to recordation purposes only.  
Principal amount of debt initially incurred is:  
Forty Seven Thousand Five Hundred and Eighty Two and  
40/100 Dollars [\$47,582.40].

Debtor(s):

TCHM, Inc.

By Hugh Golden (SEAL)  
Hugh Golden, President

ATTEST:

Tim Golden (SEAL)  
Tim Golden, Secretary

Secured Party:

Gladys H. H. H.

Gladys H. H. H.

Subscribed and sworn to before me this 18th day of  
November, 1988.

Patrick H. H.  
NOTARY PUBLIC

My commission expires: 7-1-90

BOOK 534 PAGE 443

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271793

RECORDED IN LIBER 523 FOLIO 370 ON February 26, 1988 (DATE)

1. DEBTOR

Name SOUTHDALE RITCHIE, INC.

Address 1131 University Boulevard, Silver Spring, MD 20902

2. SECURED PARTY

Name DRG FUNDING CORPORATION

Address 1099 30th Street N.W., Washington, D.C. 20007

Paul Casey, Esq. c/o Colton & Boykin, 1025 T. Jefferson ST. NW, Washington, D.C.  
Person And Address To Whom Statement Is To Be Returned If Different From Above. 20007

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

<b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
<b>C. Assignment</b> <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)
ASSIGNEE: REILLY MORTGAGE GROUP, INC 2300 M Street N.W. Washington, D.C. 20037	

RECORD FEE 10.00  
POSTAGE .50

#334790 C055 R02 T14:44  
11/25/88  
TW

DRG FUNDING CORPORATION

Dated \_\_\_\_\_

*Donald E. Blum*  
DONALD E. BLUM (Signature)  
President  
Type or Print Above Name on Above Line

Mail to

RECORD & RETURN TO  
MITZI JOHNSON  
KROOTH & ALTMAN  
2101 L STREET, N.W.  
WASHINGTON, D.C. 20037

275332

BOOK 534 PAGE 444

To Be Recorded In The Land  
Records And In The Financing  
Statement Records Of Anne Arundel  
County, Maryland And Among The  
Financing Statement Records Of  
The State Department of  
Assessments and Taxation

Not Subject to Recording  
Tax - Indemnity Transaction

FINANCING STATEMENT

1. Debtor: TECHWOOD BUILDING-IV LIMITED  
PARTNERSHIP  
c/o Trammell Crow Company  
Seven Saint Paul Street  
Suite 720  
Baltimore, Maryland 21202

Attention: Dirk P.D. Mosis, III

2. Secured Party: SIGNET BANK/MARYLAND  
Seven St. Paul Street  
Baltimore, Maryland 21202

Attention: J. Ross Chaffin,  
Vice President

RECORD FEE 24.00  
POSTAGE .50  
21202 0777 R03 109:29  
11/21/88

3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:

- a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, and furnishings, fixtures and other chattels and tangible personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the real property described below, including, by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery,

24.50



for so long as such items are or remain personal property and not fixtures or permanent additions to the real property described below.

- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the real property described below, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the real property described below, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement of the real property described below, including, by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding, for so long as such items are or remain personal property and not fixtures or permanent additions to the real property described below.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings, licenses, permits and approvals and applications therefor from governmental authorities, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
- d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, or contracts of sale with respect thereto with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
- e. All mineral rights, and mining rights, as well as all minerals, dirt, sand, gravel, pebbles, stones, rocks, soil and the like (including oil and gas) which have not been extracted from the real property described below.

- f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Indemnity Deed of Trust referred to below or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
  - g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property described below.
  - h. All revenues and profits, accounts, accounts receivable and contract rights, including any deposits of purchasers to secure payment of the contract price, of any contract of sale for all or any portion of the real property described below.
  - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor in any deposit or other account with the Secured Party.
4. The personal property described above is to be affixed to the real estate described in Exhibit A, attached hereto, being the same lot(s) of ground and improvements thereon, if any, located in Baltimore Commons Industrial Park, Dorsey Road, Anne Arundel County, Maryland, and described in an Indemnity Deed of Trust of even date herewith from the Debtor to the Trustees named therein for the benefit of the Secured Party. The record owner of such real estate is the Debtor.
5. The proceeds and products of the personal property described above are covered and secured hereby, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions or accretions to or of any of the personal property described above.

DEBTOR:

TECHWOOD BUILDING-IV LIMITED  
PARTNERSHIP, a Maryland  
limited partnership

By: ✓ TECHWOOD LOT-IV LIMITED  
PARTNERSHIP, a Maryland  
limited partnership,  
General Partner

By: ✓ CMANE-TECHWOOD LOT-IV  
LIMITED PARTNERSHIP,  
a Texas limited partnership,  
General Partner

By: ✓ CROW-BALTIMORE #2 DEVELOPMENT  
CORPORATION, a Texas corporation,  
General Partner

By: *[Signature]* (SEAL)  
DIRK P. D. MOSIS, III,  
Vice President

SECURED PARTY:

SIGNET BANK/MARYLAND,  
a Maryland banking corporation

By: *[Signature]* (SEAL)  
J. ROSS CHAFFIN,  
Vice President

DATE: November 17, 1988

TO FILING OFFICER: After this Financing Statement has been  
recorded, please return to:

John P. Evans, Esquire  
Whiteford, Taylor & Preston  
Seven St. Paul Street  
Suite 1400  
Baltimore, Maryland 21202  
Our File No.: 67455/00220

CERTIFICATION

I HEREBY CERTIFY that the above instrument was prepared  
under my supervision and that I am an attorney duly admitted to  
practice law in the State of Maryland.

*[Signature]*  
John P. Evans, Esquire  
Whiteford, Taylor & Preston  
Seven St. Paul Street  
Suite 1400  
Baltimore, Maryland 21202  
(301) 347-8700

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot 4 as shown on the Plat entitled "Revision to Techwood at Baltimore Commons Business Park-Phase II", which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 114, page 18-19.

RGT/10-13-88  
2965u

275333

534 449

To be recorded among:

(i) ~~Land Records-Anne-~~  
~~Arundel County,~~

(ii) Financing Statement  
Records-Anne Arundel  
County, and

(iii) ~~State Department of~~  
~~Assessments and Taxation~~

Not subject to recordation  
tax (Indemnity transaction)  
Principal amount is  
\$1,800,000

RECORD FEE 20.00  
POSTAGE .50

FINANCING STATEMENT

#233550 0777 R03 109:29  
11/21/88

1. Debtor:

Techwood Building - IV  
Limited Partnership

Address of Debtor:

c/o Trammell Crow Company  
Suite 720  
Signet Tower  
7 St. Paul Street  
Baltimore, Maryland 21201  
Attn: Dirk Mosis

2. Secured Party:

Harold Brown

Address of Secured Party:

39 Brighton Avenue  
Allston, Massachusetts 02134

3. This Financing Statement covers all of the Debtor's  
right, title and interest in and to:

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is hereinafter described and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains,

25 50



RGT/10-13-88  
2965u

534 450

fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land.

3.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

4. The aforesaid items are included as security in a Second Indemnity Deed of Trust and Security Agreement of even date herewith (the "Deed of Trust") and given by the Debtor to the trustees named therein, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing the obligations of the Debtor under a Guaranty of even date herewith to the Secured Party.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in the said County which is more particularly described in the Deed of Trust and in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Guaranty of even date herewith, guaranteeing the debt of BC Land - I Limited Partnership, a Maryland limited partnership to the Secured Party in the principal sum of \$1,800,000. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for the Debtor's performance of its obligations under the provisions of such Guaranty, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article

RGT/10-13-88  
2965u

BOOK 534 PAGE 451

of the Annotated Code of Maryland (1975 edition, as amended).

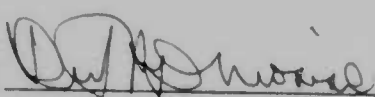
Debtor:

TECHWOOD BUILDING - IV LIMITED PARTNERSHIP

By: Techwood Lot - IV Limited  
Partnership

By: CMANE - Techwood Lot - IV  
Limited Partnership

By: Crow-Baltimore #2  
Development Corporation

by:  (SEAL)  
Dirk P. D. Mosis, III,  
vice president

Date: November 17, 1988

To the Filing Officer: After this Statement has been recorded,  
please mail the same to Newton Lane, Esquire, 201 Devonshire  
Street, Boston, Massachusetts 02110

BOOK 534 452

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot 4 as shown on the Plat entitled  
"Revision to Techwood at Baltimore Commons Business Park-Phase II", which Plat  
is recorded among the Plat Records of Anne Arundel County in Plat Book 114,  
page 18-19.

To Be Recorded Among the  
Financing Statement Records of  
Anne Arundel County, Maryland

Not Subject To Recording Tax

UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

This Statement refers to the following Original Financing Statement:

Financing Statement Records of  
Anne Arundel County, Maryland  
Liber No. 511, Folio 182  
Dated: April 27, 1987

1. Debtor: **BC LAND-I LIMITED PARTNERSHIP**  
c/o Trammell Crow Company  
Seven Saint Paul Street  
Suite 720  
Baltimore, Maryland 21202
2. Secured Party: **SIGNET BANK/MARYLAND**  
Seven Saint Paul Street  
Baltimore, Maryland 21202
3. Released Property:

From the collateral described in the Original Financing Statement bearing the recording reference shown above, the Secured Party hereby releases the following:

All collateral located on or attached to a portion of the land described in the Original Financing Statement and described as follows:

BEING KNOWN AND DESIGNATED as Lot 4 as shown and designated on that certain Subdivision Plat entitled "Techwood at Baltimore Commons Business Park - Phase II" which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 110, at page 43-44.

114

18-19

Name of Secured Party  
SIGNET BANK/MARYLAND

Date: 11-17-88

By: J. Ross Chaffin  
J. Ross Chaffin,  
Vice President

ATTENTION: FILING OFFICER  
After Recordation, please return to:

John P. Evans, Esquire  
WHITEFORD, TAYLOR & PRESTON  
Seven Saint Paul Street  
Suite 1400  
Baltimore, Maryland 21202

JPE/kag/real estate/GEM1  
signet/bc-phase iv  
fs release-fin st

RECORD FEE 10.00  
POSTAGE .50  
#233590 0777 R03 109:30  
11/21/88

CK

1590

F.S.

BOOK 534 PAGE 454

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

LIBER 511  
Roll No. \_\_\_\_\_

Page No. 187

Identification No. \_\_\_\_\_

Dated 4-27-87

1. Debtor(s) { BC Land - I Limited Partnership  
Name or Names—Print or Type  
c/o Trammell Crow Company, Suite 720, Signet Bank  
Tower, 7 St. Paul Street, Baltimore, MD 21202  
Address—Street No., City - County State Zip Code  
Attention: Dirk Mosis

2. Secured Party { Harold Brown  
Name or Names—Print or Type  
39 Brighton Avenue, Allston, Massachusetts 02134  
Address—Street No., City - County State Zip Code

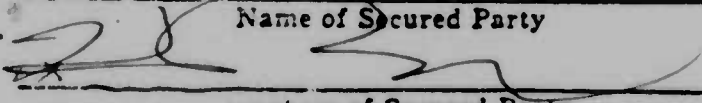
3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORD FEE 10.00  
POSTAGE .50  
#243610 07/7 R03 109:31  
11/21/88

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See Exhibit A Attached</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Dated: November 10, 1988

Harold Brown  
Name of Secured Party  
  
Signature of Secured Party  
\_\_\_\_\_  
Print (Include Title if Company)

10w



EXHIBIT A

BEING KNOWN AND DESIGNATED as Lot 4 as shown on the Plat entitled "Techwood at Baltimore Commons Business Park - Phase II", which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 110, page 43-44.

275391

BOOK

534

156

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)

Tennessee Cabinet Company, Inc. Security Pacific Business  
6917 Collins Avenue Credit Inc.  
Miami Beach, Florida 33141 228 East 45th Street  
New York, N.Y. 10017

2 Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number,  
and Filing Office)

RECORD FEE 13.00  
POSTAGE .50  
#233650 C777 R03 T09:51  
11/21/89

4 This financing statement covers the following types (or items) of property:

All of debtor's now owned or hereafter acquired accounts,  
accounts receivable, instruments, documents, chattel paper,  
general intangibles, inventory, equipment and goods,  
including but not limited to the types of property  
described in Exhibit "A" attached hereto and made a part  
hereof.

NOT SUBJECT TO RECORDATION TAX.

5 Assignee(s) of Secured Party and  
Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state  
☐ which is proceeds of the original collateral described above in which a security interest was perfected

Check ☒ if covered ☒ Proceeds of Collateral are also covered ☒ Products of Collateral are also covered No. of additional Sheets presented

Filed with: Anne Arundel County MD.

TENNESSEE CABINET COMPANY, INC.

SECURITY PACIFIC BUSINESS CREDIT INC.

By

Signature(s) of Debtor(s)

By

Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

13.50

(1) Filing Office Copy: Alphabetical

EXHIBIT "A" TO FINANCING STATEMENT, FORM UCC-1

All of Debtor's presently existing and hereafter arising or acquired accounts, accounts receivable, book debts, instruments, contracts, contract rights, choses in action, notes, drafts, acceptances, chattel paper, general intangibles (including, but not limited to, all claims for tax refunds against any city, county, state or federal government, or any agency or authority or other subdivision thereof) and other forms of obligation now or hereafter owned or held by or payable to Debtor (all hereinafter called "Accounts"), together with all merchandise represented by any of the Accounts; all of such merchandise that may be reclaimed or repossessed or returned to Debtor; all of Debtor's rights as an unpaid vendor, including stoppage in transit, reclamation, replevin, and sequestration; all proceeds and products and any accessions to all of the foregoing described properties and interests in properties; and all proceeds of insurance with respect thereto, including the proceeds of any applicable casualty or credit insurance or fidelity bond, whether payable in cash or in kind; and the proceeds of all of the foregoing; and all ledgers, books of account, records, computer programs, computer disks or tape files, computer printouts, computer runs, and other computer-prepared information relating to any of the foregoing; and

All of Debtor's inventory, of every kind and description, now or at any time hereafter owned by or in the custody or possession, actual or constructive, of Debtor, wherever located, including, but not limited to:

(a) all raw materials (herein called "Raw Materials");

(b) all finished goods (herein called "Finished Goods"); and

(c) all work in process, consisting of Raw Materials in the process of being converted into Finished Goods (herein called "Work in Process");

(all of the foregoing herein called "Inventory"), together with all the containers, packing, packaging, shipping, and similar materials, and in all trade names, trade styles, patents, licenses, and other rights of Debtor relating thereto, proceeds (including, but not limited to, all proceeds of insurance with respect thereto, including the proceeds of any applicable casualty insurance) and products thereof; and all ledgers, books of account, records, computer printouts, computer runs, and other computer-prepared information relating to any of the foregoing; and

All of Debtor's equipment, machinery, furniture and fixtures, of every kind and description, now or at any time hereafter owned by and in the custody or possession, actual or constructive, of Debtor, wherever located, together with any and all parts, additions, replacements, accessions and substitutions thereto or therefor, and all licenses and other rights of Debtor relating thereto, whether in the possession and control of Debtor or in the possession and control of a third party for the account of Debtor (all herein referred to as "Equipment"), and all claims under and proceeds of insurance thereon, and all maintenance and warranty records relating thereto.

275335

BOOK 534 PAGE 459

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3. Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)

APL Window & Door Company, Inc.  
6917 Collins Avenue  
Miami Beach, Florida 33141

2 Secured Party(ies) and address(es)

Security Pacific Business  
Credit Inc.  
228 East 45th Street  
New York, N.Y. 10017For Filing Officer (Date, Time, Number,  
and Filing Office)RECORD FEE 13.00  
POSTAGE .50  
#233660 0777 R03 T09:51  
11/21/88  
2

4 This financing statement covers the following types (or items) of property:

All of debtor's now owned or hereafter acquired accounts,  
accounts receivable, instruments, documents, chattel paper,  
general intangibles, inventory, equipment and goods,  
including but not limited to the types of property  
described in Exhibit "A" attached hereto and made a part  
hereof.

NOT SUBJECT TO RECORDATION TAX.

5 Assignee(s) of Secured Party and  
Address(es)This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)☐ already subject to a security interest in another jurisdiction when it was brought into this state.☐ which is proceeds of the original collateral described above in which a security interest was perfectedCheck ☒ if covered ☒ Proceeds of Collateral are also covered ☒ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Anne Arundel County MD.

APL WINDOW &amp; DOOR COMPANY, INC.

By

Signature(s) of Debtor(s)

SECURITY PACIFIC BUSINESS CREDIT INC.

By

Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy (Alphabetical)

1350



EXHIBIT "A" TO FINANCING STATEMENT, FORM UCC-1

All of Debtor's presently existing and hereafter arising or acquired accounts, accounts receivable, book debts, instruments, contracts, contract rights, choses in action, notes, drafts, acceptances, chattel paper, general intangibles (including, but not limited to, all claims for tax refunds against any city, county, state or federal government, or any agency or authority or other subdivision thereof) and other forms of obligation now or hereafter owned or held by or payable to Debtor (all hereinafter called "Accounts"), together with all merchandise represented by any of the Accounts; all of such merchandise that may be reclaimed or repossessed or returned to Debtor; all of Debtor's rights as an unpaid vendor, including stoppage in transit, reclamation, replevin, and sequestration; all proceeds and products and any accessions to all of the foregoing described properties and interests in properties; and all proceeds of insurance with respect thereto, including the proceeds of any applicable casualty or credit insurance or fidelity bond, whether payable in cash or in kind; and the proceeds of all of the foregoing; and all ledgers, books of account, records, computer programs, computer disks or tape files, computer printouts, computer runs, and other computer-prepared information relating to any of the foregoing; and

All of Debtor's inventory, of every kind and description, now or at any time hereafter owned by or in the custody or possession, actual or constructive, of Debtor, wherever located, including, but not limited to:

(a) all raw materials (herein called "Raw Materials");

(b) all finished goods (herein called "Finished Goods"); and

(c) all work in process, consisting of Raw Materials in the process of being converted into Finished Goods (herein called "Work in Process");

(all of the foregoing herein called "Inventory"), together with all the containers, packing, packaging, shipping, and similar materials, and in all trade names, trade styles, patents, licenses, and other rights of Debtor relating thereto, proceeds (including, but not limited to, all proceeds of insurance with respect thereto, including the proceeds of any applicable casualty insurance) and products thereof; and all ledgers, books of account, records, computer printouts, computer runs, and other computer-prepared information relating to any of the foregoing; and

All of Debtor's equipment, machinery, furniture and fixtures, of every kind and description, now or at any time hereafter owned by and in the custody or possession, actual or constructive, of Debtor, wherever located, together with any and all parts, additions, replacements, accessions and substitutions thereto or therefor, and all licenses and other rights of Debtor relating thereto, whether in the possession and control of Debtor or in the possession and control of a third party for the account of Debtor (all herein referred to as "Equipment"), and all claims under and proceeds of insurance thereon, and all maintenance and warranty records relating thereto.

275396

534 462

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)

Remington South, Inc.  
6917 Collins Avenue  
Miami Beach, Florida 33141

2 Secured Party(ies) and address(es)

Security Pacific Business  
Credit Inc.  
228 East 45th Street  
New York, N.Y. 10017

For Filing Officer (Date, Time, Number,  
and Filing Office)

RECORD FEE 13.00  
POSTAGE .50  
#233670 C777 R03 T09:52  
11/21/89

4 This financing statement covers the following types (or items) of property:

All of debtor's now owned or hereafter acquired accounts,  
accounts receivable, instruments, documents, chattel paper,  
general intangibles, inventory, equipment and goods,  
including but not limited to the types of property  
described in Exhibit "A" attached hereto and made a part  
hereof.

5 Assignee(s) of Secured Party and  
Address(es)

NOT SUBJECT TO RECORDATION TAX.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)  
☐ already subject to a security interest in another jurisdiction when it was brought into this state  
☐ which is proceeds of the original collateral described above in which a security interest was perfected

Check ☒ if covered: ☒ Proceeds of Collateral are also covered ☒ Products of Collateral are also covered No of additional Sheets presented

Filed with: Anne Arundel County MD.

REMINGTON SOUTH, INC.

By

Signature(s) of Debtor(s)

SECURITY PACIFIC BUSINESS CREDIT INC.

By

Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Office Copy: Alphabetical

13-50



All of Debtor's equipment, machinery, furniture and fixtures, of every kind and description, now or at any time hereafter owned by and in the custody or possession, actual or constructive, of Debtor, wherever located, together with any and all parts, additions, replacements, accretions and substitutions thereto or therefor, and all licenses and other rights of Debtor relating thereto, whether in the possession and control of Debtor or in the possession and control of a third party for the account of Debtor (all herein referred to as "Equipment"), and all claims, suits and proceeds of insurance thereon, and all maintenance and warranty records relating thereto.



575397

534 465

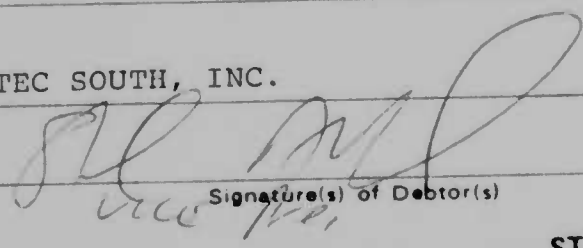
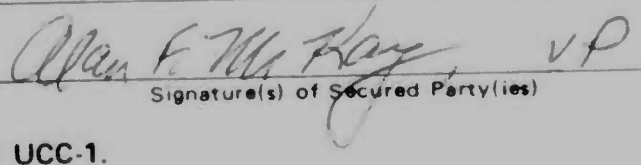
This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code | 3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es) Atec South, Inc. 6917 Collins Avenue Miami Beach, Florida 33141	2 Secured Party(ies) and address(es) Security Pacific Business Credit Inc. 228 East 45th Street New York, N.Y. 10017	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 13.00 POSTAGE .50 #233680 0777 R03 109:53 11/21/88
4 This financing statement covers the following types (or items) of property:  All of debtor's now owned or hereafter acquired accounts, accounts receivable, instruments, documents, chattel paper, general intangibles, inventory, equipment and goods, including but not limited to the types of property described in Exhibit "A" attached hereto and made a part hereof.  NOT SUBJECT TO RECORDATION TAX.		5 Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)  
☐ already subject to a security interest in another jurisdiction when it was brought into this state.  
☐ which is proceeds of the original collateral described above in which a security interest was perfected

Check ☒ if covered ☒ Proceeds of Collateral are also covered ☒ Products of Collateral are also covered No. of additional Sheets presented

Filed with: Anne Arundel County MD.

Atec South, Inc.	SECURITY PACIFIC BUSINESS CREDIT INC.
By: 	By:  VP
Signature(s) of Debtor(s)	Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.  
 (1) Filing Officer Copy-Alphabetical 1350

EXHIBIT "A" TO FINANCING STATEMENT, FORM UCC-1

All of Debtor's presently existing and hereafter arising or acquired accounts, accounts receivable, book debts, instruments, contracts, contract rights, choses in action, notes, drafts, acceptances, chattel paper, general intangibles (including, but not limited to, all claims for tax refunds against any city, county, state or federal government, or any agency or authority or other subdivision thereof) and other forms of obligation now or hereafter owned or held by or payable to Debtor (all hereinafter called "Accounts"), together with all merchandise represented by any of the Accounts; all of such merchandise that may be reclaimed or repossessed or returned to Debtor; all of Debtor's rights as an unpaid vendor, including stoppage in transit, reclamation, replevin, and sequestration; all proceeds and products and any accessions to all of the foregoing described properties and interests in properties; and all proceeds of insurance with respect thereto, including the proceeds of any applicable casualty or credit insurance or fidelity bond, whether payable in cash or in kind; and the proceeds of all of the foregoing; and all ledgers, books of account, records, computer programs, computer disks or tape files, computer printouts, computer runs, and other computer-prepared information relating to any of the foregoing; and

All of Debtor's inventory, of every kind and description, now or at any time hereafter owned by or in the custody or possession, actual or constructive, of Debtor, wherever located, including, but not limited to:

(a) all raw materials (herein called "Raw Materials");

(b) all finished goods (herein called "Finished Goods"); and

(c) all work in process, consisting of Raw Materials in the process of being converted into Finished Goods (herein called "Work in Process");

(all of the foregoing herein called "Inventory"), together with all the containers, packing, packaging, shipping, and similar materials, and in all trade names, trade styles, patents, licenses, and other rights of Debtor relating thereto, proceeds (including, but not limited to, all proceeds of insurance with respect thereto, including the proceeds of any applicable casualty insurance) and products thereof; and all ledgers, books of account, records, computer printouts, computer runs, and other computer-prepared information relating to any of the foregoing; and

All of Debtor's equipment, machinery, furniture and fixtures, of every kind and description, now or at any time hereafter owned by and in the custody or possession, actual or constructive, of Debtor, wherever located, together with any and all parts, additions, replacements, accessions and substitutions thereto or therefor, and all licenses and other rights of Debtor relating thereto, whether in the possession and control of Debtor or in the possession and control of a third party for the account of Debtor (all herein referred to as "Equipment"), and all claims under and proceeds of insurance thereon, and all maintenance and warranty records relating thereto.

275393

BOOK 534 468

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code [3 Maturity date (if any)]

1 Debtor(s) (Last Name First) and address(es) Roseville Metal Products, Inc. 6917 Collins Avenue Miami Beach, Florida 33141	2 Secured Party(ies) and address(es) Security Pacific Bus. Credit Inc. Glenpointe Center West Teaneck, N.J. 07666	For Filing Officer (Date, Time, Number, and Filing Office)
--	--	--

RECORD FEE 13.00  
POSTAGE .50  
#233690 C777 R03 709:53  
11/21/88

4 This financing statement covers the following types (or items) of property:

All of debtor's now owned or hereafter acquired accounts, accounts receivable, instruments, documents, chattel paper, general intangibles, inventory, equipment and goods, including but not limited to the types of property described in Exhibit "A" attached hereto and made a part hereof.

NOT SUBJECT TO RECORDATION TAX PER S.M.M.

5 Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state  
☐ which is proceeds of the original collateral described above in which a security interest was perfected

Check ☒ if covered ☒ Proceeds of Collateral are also covered ☒ Products of Collateral are also covered No. of additional Sheets presented

Filed with: Anne Arundel County MD.

ROSEVILLE METAL PRODUCTS, INC.

By: [Signature]  
Signature(s) of Debtor(s)

SECURITY PACIFIC BUSINESS CREDIT INC.

By: [Signature] VP  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Office Copy-Alphabetical

1350

EXHIBIT "A" TO FINANCING STATEMENT, FORM UCC-1

All of Debtor's presently existing and hereafter arising or acquired accounts, accounts receivable, book debts, instruments, contracts, contract rights, choses in action, notes, drafts, acceptances, chattel paper, general intangibles (including, but not limited to, all claims for tax refunds against any city, county, state or federal government, or any agency or authority or other subdivision thereof) and other forms of obligation now or hereafter owned or held by or payable to Debtor (all hereinafter called "Accounts"), together with all merchandise represented by any of the Accounts; all of such merchandise that may be reclaimed or repossessed or returned to Debtor; all of Debtor's rights as an unpaid vendor, including stoppage in transit, reclamation, replevin, and sequestration; all proceeds and products and any accessions to all of the foregoing described properties and interests in properties; and all proceeds of insurance with respect thereto, including the proceeds of any applicable casualty or credit insurance or fidelity bond, whether payable in cash or in kind; and the proceeds of all of the foregoing; and all ledgers, books of account, records, computer programs, computer disks or tape files, computer printouts, computer runs, and other computer-prepared information relating to any of the foregoing; and

All of Debtor's inventory, of every kind and description, now or at any time hereafter owned by or in the custody or possession, actual or constructive, of Debtor, wherever located, including, but not limited to:

(a) all raw materials (herein called "Raw Materials");

(b) all finished goods (herein called "Finished Goods"); and

(c) all work in process, consisting of Raw Materials in the process of being converted into Finished Goods (herein called "Work in Process");

(all of the foregoing herein called "Inventory"), together with all the containers, packing, packaging, shipping, and similar materials, and in all trade names, trade styles, patents, licenses, and other rights of Debtor relating thereto, proceeds (including, but not limited to, all proceeds of insurance with respect thereto, including the proceeds of any applicable casualty insurance) and products thereof; and all ledgers, books of account, records, computer printouts, computer runs, and other computer-prepared information relating to any of the foregoing; and



All of Debtor's equipment, machinery, furniture and fixtures, of every kind and description, now or at any time hereafter owned by and in the custody or possession, actual or constructive, of Debtor, wherever located, together with any and all parts, additions, replacements, accessions and substitutions thereto or therefor, and all licenses and other rights of Debtor relating thereto, whether in the possession and control of Debtor or in the possession and control of a third party for the account of Debtor (all herein referred to as "Equipment"), and all claims under and proceeds of insurance thereon, and all maintenance and warranty records relating thereto.

275393

FDM 534 471

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)  
Riviera Cabinets, Inc.  
6917 Collins Avenue  
Miami Beach, Florida 33141

2 Secured Party(ies) and address(es)  
Security Pacific Bus. Credit Inc.  
Glenpointe Center West  
Teaneck, N.J. 07666

For Filing Officer (Date, Time, Number,  
and Filing Office)

4 This financing statement covers the following types (or items) of property:

All of debtor's now owned or hereafter acquired accounts, accounts receivable, instruments, documents, chattel paper, general intangibles, inventory, equipment and goods, including but not limited to the types of property described in Exhibit "A" attached hereto and made a part hereof.

NOT SUBJECT TO RECORDATION TAX PER S.M.M.

RECORD FEE 13.00  
TOTAL 13.00  
#233700 0777 R03 109:53  
11/21/88

5 Assigned (1) of Secured Party and .50  
Address(es) #233710 0777 R03 109:53  
11/21/88

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected

Check ☒ if covered: ☒ Proceeds of Collateral are also covered ☒ Products of Collateral are also covered No. of additional Sheets presented

Filed with: Anne Arundel County MD.

RIVIERA CABINETS, INC.

SECURITY PACIFIC BUSINESS CREDIT INC.

By:

Signature(s) of Debtor(s)

By:

Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Office Copy - Alphabetical

1350

EXHIBIT "A" TO FINANCING STATEMENT, FORM UCC-1

All of Debtor's presently existing and hereafter arising or acquired accounts, accounts receivable, book debts, instruments, contracts, contract rights, choses in action, notes, drafts, acceptances, chattel paper, general intangibles (including, but not limited to, all claims for tax refunds against any city, county, state or federal government, or any agency or authority or other subdivision thereof) and other forms of obligation now or hereafter owned or held by or payable to Debtor (all hereinafter called "Accounts"), together with all merchandise represented by any of the Accounts; all of such merchandise that may be reclaimed or repossessed or returned to Debtor; all of Debtor's rights as an unpaid vendor, including stoppage in transit, reclamation, replevin, and sequestration; all proceeds and products and any accessions to all of the foregoing described properties and interests in properties; and all proceeds of insurance with respect thereto, including the proceeds of any applicable casualty or credit insurance or fidelity bond, whether payable in cash or in kind; and the proceeds of all of the foregoing; and all ledgers, books of account, records, computer programs, computer disks or tape files, computer printouts, computer runs, and other computer-prepared information relating to any of the foregoing; and

All of Debtor's inventory, of every kind and description, now or at any time hereafter owned by or in the custody or possession, actual or constructive, of Debtor, wherever located, including, but not limited to:

(a) all raw materials (herein called "Raw Materials");

(b) all finished goods (herein called "Finished Goods"); and

(c) all work in process, consisting of Raw Materials in the process of being converted into Finished Goods (herein called "Work in Process");

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All of Debtor's equipment, machinery, furniture and fixtures, of every kind and description, now or at any time hereafter owned by and in the custody or possession, actual or constructive, of Debtor, wherever located, together with any and all parts, additions, replacements, accessions and substitutions thereto or therefor, and all licenses and other rights of Debtor relating thereto, whether in the possession and control of Debtor or in the possession and control of a third party for the account of Debtor (all herein referred to as "Equipment"), and all claims under and proceeds of insurance thereon, and all maintenance and warranty records relating thereto.

275400

534 474

This <b>FINANCING STATEMENT</b> is presented to a filing officer for filing pursuant to the Uniform Commercial Code		3 Maturity date (if any)
1 Debtor(s) (Last Name First) and address(es) Evans Tempcon, Inc. 6917 Collins Avenue Miami Beach, Florida 33141	2 Secured Party(ies) and address(es) Security Pacific Bus. Credit Inc. Glenpointe Center West Teaneck, N.J. 07666	For Filing Officer (Date, Time, Number, and Filing Office)
4 This financing statement covers the following types (or items) of property:  All of debtor's now owned or hereafter acquired accounts, accounts receivable, instruments, documents, chattel paper, general intangibles, inventory, equipment and goods, including but not limited to the types of property described in Exhibit "A" attached hereto and made a part hereof.  NOT SUBJECT TO RECORDATION TAX PER S.M.M.		RECORD FEE 13.00 POSTAGE .50 #233720 0777 R03 109:54 5 Assignee(s) of Secured Party and Address(es) 1/21/88
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected		
Check <input checked="" type="checkbox"/> if covered <input checked="" type="checkbox"/> Proceeds of Collateral are also covered <input checked="" type="checkbox"/> Products of Collateral are also covered No. of additional Sheets presented		
Filed with: Anne Arundel County MD.		

EVANS TEMPCON, INC.  
By [Signature]  
Signature(s) of Debtor(s)

SECURITY PACIFIC BUSINESS CREDIT INC.  
By [Signature] VP  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

1350



EXHIBIT "A" TO FINANCING STATEMENT, FORM UCC-1

All of Debtor's presently existing and hereafter arising or acquired accounts, accounts receivable, book debts, instruments, contracts, contract rights, choses in action, notes, drafts, acceptances, chattel paper, general intangibles (including, but not limited to, all claims for tax refunds against any city, county, state or federal government, or any agency or authority or other subdivision thereof) and other forms of obligation now or hereafter owned or held by or payable to Debtor (all hereinafter called "Accounts"), together with all merchandise represented by any of the Accounts; all of such merchandise that may be reclaimed or repossessed or returned to Debtor; all of Debtor's rights as an unpaid vendor, including stoppage in transit, reclamation, replevin, and sequestration; all proceeds and products and any accessions to all of the foregoing described properties and interests in properties; and all proceeds of insurance with respect thereto, including the proceeds of any applicable casualty or credit insurance or fidelity bond, whether payable in cash or in kind; and the proceeds of all of the foregoing; and all ledgers, books of account, records, computer programs, computer disks or tape files, computer printouts, computer runs, and other computer-prepared information relating to any of the foregoing; and

All of Debtor's inventory, of every kind and description, now or at any time hereafter owned by or in the custody or possession, actual or constructive, of Debtor, wherever located, including, but not limited to:

(a) all raw materials (herein called "Raw Materials");

(b) all finished goods (herein called "Finished Goods"); and

(c) all work in process, consisting of Raw Materials in the process of being converted into Finished Goods (herein called "Work in Process");

(all of the foregoing herein called "Inventory"), together with all the containers, packing, packaging, shipping, and similar materials, and in all trade names, trade styles, patents, licenses, and other rights of Debtor relating thereto, proceeds (including, but not limited to, all proceeds of insurance with respect thereto, including the proceeds of any applicable casualty insurance) and products thereof; and all ledgers, books of account, records, computer printouts, computer runs, and other computer-prepared information relating to any of the foregoing; and

All of Debtor's equipment, machinery, furniture and fixtures, of every kind and description, now or at any time hereafter owned by and in the custody or possession, actual or constructive, of Debtor, wherever located, together with any and all parts, additions, replacements, accessions and substitutions thereto or therefor, and all licenses and other rights of Debtor relating thereto, whether in the possession and control of Debtor or in the possession and control of a third party for the account of Debtor (all herein referred to as "Equipment"), and all claims under and proceeds of insurance thereon, and all maintenance and warranty records relating thereto.

275191

531 477

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code | 3 Maturity date (if any).

1 Debtor(s) (Last Name First) and address(es)

APL Shelter Products Corp.  
6917 Collins Avenue  
Miami Beach, Florida 33141

2 Secured Party(ies) and address(es)

Security Pacific Bus. Credit Inc  
Glenpointe Center West  
Teaneck, N.J. 07666For Filing Officer (Date, Time, Number,  
and Filing Office)RECORD FEE 13.00  
POSTAGE .50  
#233730 0777 R03 109:54  
11/21/99

4 This financing statement covers the following types (or items) of property:

All of debtor's now owned or hereafter acquired accounts,  
accounts receivable, instruments, documents, chattel paper,  
general intangibles, inventory, equipment and goods,  
including but not limited to the types of property  
described in Exhibit "A" attached hereto and made a part  
hereof.5 Assignee(s) of Secured Party and  
Address(es)

NOT SUBJECT TO RECORDATION TAX PER S.M.M.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state
- ☐ which is proceeds of the original collateral described above in which a security interest was perfected

Check ☒ if covered. ☒ Proceeds of Collateral are also covered. ☒ Products of Collateral are also covered. No of additional Sheets presented

Filed with: Anne Arundel County MD.

APL SHELTER PRODUCTS CORP.

By: [Signature]

Signature(s) of Debtor(s)

SECURITY PACIFIC BUSINESS CREDIT INC.

By: [Signature] V P

Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy: Alphabetical

1350

EXHIBIT "A" TO FINANCING STATEMENT, FORM UCC-1

All of Debtor's presently existing and hereafter arising or acquired accounts, accounts receivable, book debts, instruments, contracts, contract rights, choses in action, notes, drafts, acceptances, chattel paper, general intangibles (including, but not limited to, all claims for tax refunds against any city, county, state or federal government, or any agency or authority or other subdivision thereof) and other forms of obligation now or hereafter owned or held by or payable to Debtor (all hereinafter called "Accounts"), together with all merchandise represented by any of the Accounts; all of such merchandise that may be reclaimed or repossessed or returned to Debtor; all of Debtor's rights as an unpaid vendor, including stoppage in transit, reclamation, replevin, and sequestration; all proceeds and products and any accessions to all of the foregoing described properties and interests in properties; and all proceeds of insurance with respect thereto, including the proceeds of any applicable casualty or credit insurance or fidelity bond, whether payable in cash or in kind; and the proceeds of all of the foregoing; and all ledgers, books of account, records, computer programs, computer disks or tape files, computer printouts, computer runs, and other computer-prepared information relating to any of the foregoing; and

All of Debtor's inventory, of every kind and description, now or at any time hereafter owned by or in the custody or possession, actual or constructive, of Debtor, wherever located, including, but not limited to:

(a) all raw materials (herein called "Raw Materials");

(b) all finished goods (herein called "Finished Goods"); and

(c) all work in process, consisting of Raw Materials in the process of being converted into Finished Goods (herein called "Work in Process");

(all of the foregoing herein called "Inventory"), together with all the containers, packing, packaging, shipping, and similar materials, and in all trade names, trade styles, patents, licenses, and other rights of Debtor relating thereto, proceeds (including, but not limited to, all proceeds of insurance with respect thereto, including the proceeds of any applicable casualty insurance) and products thereof; and all ledgers, books of account, records, computer printouts, computer runs, and other computer-prepared information relating to any of the foregoing; and

All of Debtor's equipment, machinery, furniture and fixtures, of every kind and description, now or at any time hereafter owned by and in the custody or possession, actual or constructive, of Debtor, wherever located, together with any and all parts, additions, replacements, accessions and substitutions thereto or therefor, and all licenses and other rights of Debtor relating thereto, whether in the possession and control of Debtor or in the possession and control of a third party for the account of Debtor (all herein referred to as "Equipment"), and all claims under and proceeds of insurance thereon, and all maintenance and warranty records relating thereto.



275102

BOOK 534 PAGE 480

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3. Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)

Evans Paints, Inc.  
6917 Collins Avenue  
Miami Beach, Florida 33141

2 Secured Party(ies) and address(es)

Security Pacific Bus. Credit Inc.  
Glenpointe Center West  
Teaneck, N.J. 07666For Filing Officer (Date, Time, Number,  
and Filing Office)RECORD FEE 13.00  
POSTAGE .50  
#233740 0777 R03 T09:54  
11/21/89

4 This financing statement covers the following types (or items) of property:

All of debtor's now owned or hereafter acquired accounts,  
accounts receivable, instruments, documents, chattel paper,  
general intangibles, inventory, equipment and goods,  
including but not limited to the types of property  
described in Exhibit "A" attached hereto and made a part  
hereof.

NOT SUBJECT TO RECORDATION TAX PER S.M.M

5 Assignee(s) of Secured Party and  
Address(es)This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)☐ already subject to a security interest in another jurisdiction when it was brought into this state☐ which is proceeds of the original collateral described above in which a security interest was perfectedCheck ☒ if covered ☒ Proceeds of Collateral are also covered ☒ Products of Collateral are also covered No of additional Sheets presented

Filed with: Anne Arundel County MD.

EVANS PAINTS, INC.

By

Signature(s) of Debtor(s)

SECURITY PACIFIC BUSINESS CREDIT INC.

By

Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Office Copy: Alphabetical

13.30

EXHIBIT "A" TO FINANCING STATEMENT, FORM UCC-1

All of Debtor's presently existing and hereafter arising or acquired accounts, accounts receivable, book debts, instruments, contracts, contract rights, choses in action, notes, drafts, acceptances, chattel paper, general intangibles (including, but not limited to, all claims for tax refunds against any city, county, state or federal government, or any agency or authority or other subdivision thereof) and other forms of obligation now or hereafter owned or held by or payable to Debtor (all hereinafter called "Accounts"), together with all merchandise represented by any of the Accounts; all of such merchandise that may be reclaimed or repossessed or returned to Debtor; all of Debtor's rights as an unpaid vendor, including stoppage in transit, reclamation, replevin, and sequestration; all proceeds and products and any accessions to all of the foregoing described properties and interests in properties; and all proceeds of insurance with respect thereto, including the proceeds of any applicable casualty or credit insurance or fidelity bond, whether payable in cash or in kind; and the proceeds of all of the foregoing; and all ledgers, books of account, records, computer programs, computer disks or tape files, computer printouts, computer runs, and other computer-prepared information relating to any of the foregoing; and

All of Debtor's inventory, of every kind and description, now or at any time hereafter owned by or in the custody or possession, actual or constructive, of Debtor, wherever located, including, but not limited to:

(a) all raw materials (herein called "Raw Materials");

(b) all finished goods (herein called "Finished Goods"); and

(c) all work in process, consisting of Raw Materials in the process of being converted into Finished Goods (herein called "Work in Process");

(all of the foregoing herein called "Inventory"), together with all the containers, packing, packaging, shipping, and similar materials, and in all trade names, trade styles, patents, licenses, and other rights of Debtor relating thereto, proceeds (including, but not limited to, all proceeds of insurance with respect thereto, including the proceeds of any applicable casualty insurance) and products thereof; and all ledgers, books of account, records, computer printouts, computer runs, and other computer-prepared information relating to any of the foregoing; and

All of Debtor's equipment, machinery, furniture and fixtures, of every kind and description, now or at any time hereafter owned by and in the custody or possession, actual or constructive, of Debtor, wherever located, together with any and all parts, additions, replacements, accessions and substitutions thereto or therefor, and all licenses and other rights of Debtor relating thereto, whether in the possession and control of Debtor or in the possession and control of a third party for the account of Debtor (all herein referred to as "Equipment"), and all claims under and proceeds of insurance thereon, and all maintenance and warranty records relating thereto.

275403

534 483

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3. Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)

Evans Coldwater, Inc.  
6917 Collins Avenue  
Miami Beach, Florida 33141

2 Secured Party(ies) and address(es)

Security Pacific Bus. Credit Inc.  
Glenpointe Center West  
Teaneck, N.J. 07666

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 13.00  
POSTAGE .50  
#233750 0777 R03 109:55  
11/21/88

4. This financing statement covers the following types (or items) of property:

All of debtor's now owned or hereafter acquired accounts, accounts receivable, instruments, documents, chattel paper, general intangibles, inventory, equipment and goods, including but not limited to the types of property described in Exhibit "A" attached hereto and made a part hereof.

NOT SUBJECT TO RECORDATION TAX PER S.M.M.

5 Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)☐ already subject to a security interest in another jurisdiction when it was brought into this state.☐ which is proceeds of the original collateral described above in which a security interest was perfectedCheck ☒ if covered: ☒ Proceeds of Collateral are also covered ☒ Products of Collateral are also covered No. of additional Sheets presented

Filed with: Anne Arundel County MD.

EVANS COLDWATER, INC.

By:

Signature(s) of Debtor(s)

SECURITY PACIFIC BUSINESS CREDIT INC.

By:

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alpha

STANDARD FORM - FORM UCC-1.

EXHIBIT "A" TO FINANCING STATEMENT, FORM UCC-1

All of Debtor's presently existing and hereafter arising or acquired accounts, accounts receivable, book debts, instruments, contracts, contract rights, choses in action, notes, drafts, acceptances, chattel paper, general intangibles (including, but not limited to, all claims for tax refunds against any city, county, state or federal government, or any agency or authority or other subdivision thereof) and other forms of obligation now or hereafter owned or held by or payable to Debtor (all hereinafter called "Accounts"), together with all merchandise represented by any of the Accounts; all of such merchandise that may be reclaimed or repossessed or returned to Debtor; all of Debtor's rights as an unpaid vendor, including stoppage in transit, reclamation, replevin, and sequestration; all proceeds and products and any accessions to all of the foregoing described properties and interests in properties; and all proceeds of insurance with respect thereto, including the proceeds of any applicable casualty or credit insurance or fidelity bond, whether payable in cash or in kind; and the proceeds of all of the foregoing; and all ledgers, books of account, records, computer programs, computer disks or tape files, computer printouts, computer runs, and other computer-prepared information relating to any of the foregoing; and

All of Debtor's inventory, of every kind and description, now or at any time hereafter owned by or in the custody or possession, actual or constructive, of Debtor, wherever located, including, but not limited to:

(a) all raw materials (herein called "Raw Materials");

(b) all finished goods (herein called "Finished Goods"); and

(c) all work in process, consisting of Raw Materials in the process of being converted into Finished Goods (herein called "Work in Process");

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All of Debtor's equipment, machinery, furniture and fixtures, of every kind and description, now or at any time hereafter owned by and in the custody or possession, actual or constructive, of Debtor, wherever located, together with any and all parts, additions, replacements, accessions and substitutions thereto or therefor, and all licenses and other rights of Debtor relating thereto, whether in the possession and control of Debtor or in the possession and control of a third party for the account of Debtor (all herein referred to as "Equipment"), and all claims under and proceeds of insurance thereon, and all maintenance and warranty records relating thereto.

275101

534 486

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code [3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

Atec Industries, Inc.  
6917 Collins Avenue  
Miami Beach, Florida 33141

2 Secured Party(ies) and address(es)

Security Pacific Bus. Credit Inc.  
Glenpoint Center West  
Teaneck, N.J. 07666

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 13.00  
POSTAGE 50  
#233760 C777 R03 103 55  
11/21/89

4 This financing statement covers the following types (or items) of property

All of debtor's now owned or hereafter acquired accounts, accounts receivable, instruments, documents, chattel paper, general intangibles, inventory, equipment and goods, including but not limited to the types of property described in Exhibit "A" attached hereto and made a part hereof.

5 Assignee(s) of Secured Party and Address(es)

NOT SUBJECT TO RECORDATION TAX PER S.M.M.

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- ☐ already subject to a security interest in another jurisdiction when it was brought into this state  
☐ which is proceeds of the original collateral described above in which a security interest was perfected

Check ☒ if covered: ☒ Proceeds of Collateral are also covered ☒ Products of Collateral are also covered. No. of additional Sheets presented.

Filed with: Anne Arundel County MD.

Atec Industries, Inc.

By

Signature(s) of Debtor(s)

SECURITY PACIFIC BUSINESS CREDIT INC.

By

Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy/Alphabetical

135

EXHIBIT "A" TO FINANCING STATEMENT, FORM UCC-1

All of Debtor's presently existing and hereafter arising or acquired accounts, accounts receivable, book debts, instruments, contracts, contract rights, choses in action, notes, drafts, acceptances, chattel paper, general intangibles (including, but not limited to, all claims for tax refunds against any city, county, state or federal government, or any agency or authority or other subdivision thereof) and other forms of obligation now or hereafter owned or held by or payable to Debtor (all hereinafter called "Accounts"), together with all merchandise represented by any of the Accounts; all of such merchandise that may be reclaimed or repossessed or returned to Debtor; all of Debtor's rights as an unpaid vendor, including stoppage in transit, reclamation, replevin, and sequestration; all proceeds and products and any accessions to all of the foregoing described properties and interests in properties; and all proceeds of insurance with respect thereto, including the proceeds of any applicable casualty or credit insurance or fidelity bond, whether payable in cash or in kind; and the proceeds of all of the foregoing; and all ledgers, books of account, records, computer programs, computer disks or tape files, computer printouts, computer runs, and other computer-prepared information relating to any of the foregoing; and

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(a) all raw materials (herein called "Raw Materials");

(b) all finished goods (herein called "Finished Goods"); and

(c) all work in process, consisting of Raw Materials in the process of being converted into Finished Goods (herein called "Work in Process");

(all of the foregoing herein called "Inventory"), together with all the containers, packing, packaging, shipping, and similar materials, and in all trade names, trade styles, patents, licenses, and other rights of Debtor relating thereto, proceeds (including, but not limited to, all proceeds of insurance with respect thereto, including the proceeds of any applicable casualty insurance) and products thereof; and all ledgers, books of account, records, computer printouts, computer runs, and other computer-prepared information relating to any of the foregoing; and

All of Debtor's equipment, machinery, furniture and fixtures, of every kind and description, now or at any time hereafter owned by and in the custody or possession, actual or constructive, of Debtor, wherever located, together with any and all parts, additions, replacements, accessions and substitutions thereto or therefor, and all licenses and other rights of Debtor relating thereto, whether in the possession and control of Debtor or in the possession and control of a third party for the account of Debtor (all herein referred to as "Equipment"), and all claims under and proceeds of insurance thereon, and all maintenance and warranty records relating thereto.

275105

BOOK 534 PAGE 489

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code			3 Maturity date (if any)
1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)	
Patio Doors, Inc. 6917 Collins Avenue Miami Beach, Florida 33141	Security Pacific Bus. Credit Inc. Glenpointe Center West Teaneck, N.J. 07666	RECORD FEE 13.00 POSTAGE .50 #233770 0777 R03 709:55 11/21/89	
4 This financing statement covers the following types (or items) of property: All of debtor's now owned or hereafter acquired accounts, accounts receivable, instruments, documents, chattel paper, general intangibles, inventory, equipment and goods, including but not limited to the types of property described in Exhibit "A" attached hereto and made a part hereof. NOT SUBJECT TO RECORDATION TAX PER S.M.M.		5 Assignee(s) of Secured Party and Address(es)	

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)  
☐ already subject to a security interest in another jurisdiction when it was brought into this state  
☐ which is proceeds of the original collateral described above in which a security interest was perfected

Check ☒ if covered ☒ Proceeds of Collateral are also covered ☒ Products of Collateral are also covered No. of additional Sheets presented

Filed with: Anne Arundel County MD.

PATIO DOORS, INC.

By: [Signature]

Signature(s) of Debtor(s)

SECURITY PACIFIC BUSINESS CREDIT INC.

By: [Signature]

Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

135



EXHIBIT "A" TO FINANCING STATEMENT, FORM UCC-1

All of Debtor's presently existing and hereafter arising or acquired accounts, accounts receivable, book debts, instruments, contracts, contract rights, choses in action, notes, drafts, acceptances, chattel paper, general intangibles (including, but not limited to, all claims for tax refunds against any city, county, state or federal government, or any agency or authority or other subdivision thereof) and other forms of obligation now or hereafter owned or held by or payable to Debtor (all hereinafter called "Accounts"), together with all merchandise represented by any of the Accounts; all of such merchandise that may be reclaimed or repossessed or returned to Debtor; all of Debtor's rights as an unpaid vendor, including stoppage in transit, reclamation, replevin, and sequestration; all proceeds and products and any accessions to all of the foregoing described properties and interests in properties; and all proceeds of insurance with respect thereto, including the proceeds of any applicable casualty or credit insurance or fidelity bond, whether payable in cash or in kind; and the proceeds of all of the foregoing; and all ledgers, books of account, records, computer programs, computer disks or tape files, computer printouts, computer runs, and other computer-prepared information relating to any of the foregoing; and

All of Debtor's inventory, of every kind and description, now or at any time hereafter owned by or in the custody or possession, actual or constructive, of Debtor, wherever located, including, but not limited to:

(a) all raw materials (herein called "Raw Materials");

(b) all finished goods (herein called "Finished Goods"); and

(c) all work in process, consisting of Raw Materials in the process of being converted into Finished Goods (herein called "Work in Process");

(all of the foregoing herein called "Inventory"), together with all the containers, packing, packaging, shipping, and similar materials, and in all trade names, trade styles, patents, licenses, and other rights of Debtor relating thereto, proceeds (including, but not limited to, all proceeds of insurance with respect thereto, including the proceeds of any applicable casualty insurance) and products thereof; and all ledgers, books of account, records, computer printouts, computer runs, and other computer-prepared information relating to any of the foregoing; and

All of Debtor's equipment, machinery, furniture and fixtures, of every kind and description, now or at any time hereafter owned by and in the custody or possession, actual or constructive, of Debtor, wherever located, together with any and all parts, additions, replacements, accessions and substitutions thereto or therefor, and all licenses and other rights of Debtor relating thereto, whether in the possession and control of Debtor or in the possession and control of a third party for the account of Debtor (all herein referred to as "Equipment"), and all claims under and proceeds of insurance thereon, and all maintenance and warranty records relating thereto.

275406

BOOK 534 492

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3. Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

Remington Building Products, Inc.  
6917 Collins Avenue  
Miami Beach, Florida 33141

2 Secured Party(ies) and address(es)

Security Pacific Bus. Credit Inc.  
Glenpointe Center West  
Teaneck, N.J. 07666

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 13.00  
POSTAGE .50  
#233780 0777 R03 T09:56  
11/21/89

4 This financing statement covers the following types (or items) of property:

All of debtor's now owned or hereafter acquired accounts, accounts receivable, instruments, documents, chattel paper, general intangibles, inventory, equipment and goods, including but not limited to the types of property described in Exhibit "A" attached hereto and made a part hereof.

NOT SUBJECT TO RECORDATION TAX PER S.M.M.

5 Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state  
☐ which is proceeds of the original collateral described above in which a security interest was perfected

Check ☒ if covered: ☒ Proceeds of Collateral are also covered ☒ Products of Collateral are also covered. No. of additional Sheets presented

Filed with: Anne Arundel County MD.

REMINGTON BUILDING PRODUCTS, INC.

SECURITY PACIFIC BUSINESS CREDIT INC.

By

Signature(s) of Debtor(s)

By

Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

1355

EXHIBIT "A" TO FINANCING STATEMENT, FORM UCC-1

All of Debtor's presently existing and hereafter arising or acquired accounts, accounts receivable, book debts, instruments, contracts, contract rights, choses in action, notes, drafts, acceptances, chattel paper, general intangibles (including, but not limited to, all claims for tax refunds against any city, county, state or federal government, or any agency or authority or other subdivision thereof) and other forms of obligation now or hereafter owned or held by or payable to Debtor (all hereinafter called "Accounts"), together with all merchandise represented by any of the Accounts; all of such merchandise that may be reclaimed or repossessed or returned to Debtor; all of Debtor's rights as an unpaid vendor, including stoppage in transit, reclamation, replevin, and sequestration; all proceeds and products and any accessions to all of the foregoing described properties and interests in properties; and all proceeds of insurance with respect thereto, including the proceeds of any applicable casualty or credit insurance or fidelity bond, whether payable in cash or in kind; and the proceeds of all of the foregoing; and all ledgers, books of account, records, computer programs, computer disks or tape files, computer printouts, computer runs, and other computer-prepared information relating to any of the foregoing; and

All of Debtor's inventory, of every kind and description, now or at any time hereafter owned by or in the custody or possession, actual or constructive, of Debtor, wherever located, including, but not limited to:

(a) all raw materials (herein called "Raw Materials");

(b) all finished goods (herein called "Finished Goods"); and

(c) all work in process, consisting of Raw Materials in the process of being converted into Finished Goods (herein called "Work in Process");

(all of the foregoing herein called "Inventory"), together with all the containers, packing, packaging, shipping, and similar materials, and in all trade names, trade styles, patents, licenses, and other rights of Debtor relating thereto, proceeds (including, but not limited to, all proceeds of insurance with respect thereto, including the proceeds of any applicable casualty insurance) and products thereof; and all ledgers, books of account, records, computer printouts, computer runs, and other computer-prepared information relating to any of the foregoing; and

All of Debtor's equipment, machinery, furniture and fixtures, of every kind and description, now or at any time hereafter owned by and in the custody or possession, actual or constructive, of Debtor, wherever located, together with any and all parts, additions, replacements, accessions and substitutions thereto or therefor, and all licenses and other rights of Debtor relating thereto, whether in the possession and control of Debtor or in the possession and control of a third party for the account of Debtor (all herein referred to as "Equipment"), and all claims under and proceeds of insurance thereon, and all maintenance and warranty records relating thereto.



534-495.

# not used

sh. be Land

11-21-88

A. A. Co.

534 496

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. DEBTOR and Address (Last Name First) Telespectrum, Inc. 406 Headquarters Drive Millersville, Maryland 21108	2. SECURED PARTY and Address Signet Bank/Maryland P.O. Box 1077 Baltimore, Maryland 21203
3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)	4. RETURN TO: Signet Bank/Maryland, Formerly UNION TRUST COMPANY OF MARYLAND BALTIMORE AND ST. PAUL STREETS BALTIMORE, MARYLAND 21203

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 270237

Date 10-19-87

RECORD FEE

10.00

POSTAGE

.50

Record Reference book 519 page 100

#235820 C777 R03 T14:57

11/21/88

6. Item No. 5 of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

CR

Amount of indebtedness is increased to \$200,000.00.

Debt is exempt from recordation tax. Secured by accounts receivable.

Dated this 2 day of November, 19 88

DEBTOR:

SECURED PARTY:

Telespectrum, Inc.

Signet Bank/Maryland

By: Karen E. Schweitzer  
Karen E. Schweitzer, President (Title)

By: Paul R. Lenhart  
Paul R. Lenhart, Vice President (Title)

UCC-5

10.50

BOOK 534 PAGE 497

## FINANCING STATEMENT FORM UCC 1

Identifying File No. 275497

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 11-14-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Jerman's IGA

Address Rt. 175, Gambrills, Md. 21054

## 2. SECURED PARTY

Name HOBART CORPORATION

Address Executive Offices Troy, Ohio 45374

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00

275800 0777 R03 114:56

11/21/88

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One(1) 5801-2 Saw

One(1) 1870-1 Scale

## CONDITIONAL SALES CONTRACT

Annapolis # 181119

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)Alice J. Grigsby Attorney in Fact  
(Signature of Debtor) Alice J. Grigsby

Jerman's IGA

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

HOBART CORPORATION

(Signature of Secured Party)

Janice E. Lassiter

Type or Print Above Signature on Above Line

Janice E. Lassiter, Supervisor Accounts Receivable

UCC-1 STATE OF MARYLAND

Exempt from Recordation Tax

534 498

275493

## ACCOUNTS RECEIVABLE

At This Time the Bank has no interest in the Debtor's Equipment. There for is not subject to recordation

*quants*

Marc A. Tohir, Vice President

Debtor or Assignor Form

Anne Arundel Co. **MARYLAND FINANCING STATEMENT**

- ☒ Not subject to Recordation Tax  
☐ Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_  
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Patron Communications of Maryland, Inc.  
 (Name)  
 1811 George Avenue  
 (Address)  
 Annapolis, Maryland 21401

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND

Attn: Darlene Niccoli, Operations Officer  
 (Name of Loan Officer)  
 P.O. Box 1596 Banc 101-560  
 (Address)  
 Baltimore, MD 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which is herein used means accounts, instruments, chattel paper, contracts, contract rights, account receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned good and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) All of Borrower's other assets, specifically including (but not limited to) inventory and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes, or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

RECORD FEE 11.00  
 POSTAGE .50  
 #25790 C777 R03 T14:56  
 11/21/89

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

3. ☐ Products of the collateral are also specifically covered.  
 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

Patron Communications of Maryland, Inc. (Seal)  
*Patrick M. Fox* (Seal)  
 (Signature)  
 Patrick Fox, Sr., PRESIDENT  
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)

Patron Communications of Maryland, Inc. (Seal)  
*John J. Lehner* (Seal)  
 (Signature)  
 John J. Lehner, TRES / SEC  
 (Print or Type Name)

BOOK 534 499 400  
B-6717 AA Co. PS REC  
275193  
①

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWN  
OF THE REAL ESTATE NO ☐ YES ☒ NAME OF RECORD OWNER CROSSROADS PARTNERSHIP, a  
Marland general partnership

NOT SUBJECT TO DOCUMENTARY STAMPS

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.  
No other name will be indexed.

Crossroads Partnership  
c/o ~~Peter Issel~~ ARTHUR B. STUART  
9881 Broken Land Parkway  
Suite 402  
Columbia, Maryland 21046  
2 JACK FROST LANE  
RUXTON, MD. 21204

Check the box indicating the kind of statement.  
Check only one box.

- ☒ ORIGINAL FINANCING STATEMENT  
☐ CONTINUATION ORIGINAL STILL EFFECTIVE  
☐ AMENDMENT  
☐ ASSIGNMENT  
☐ PARTIAL RELEASE OF COLLATERAL  
☐ TERMINATION

Name & address of Secured Party  
Dominion Federal Savings and Loan Association  
7799 Leesburg Pike, P.O. Box 929  
McLean, Virginia 22102

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered ☒

Description of collateral covered by original financing statement

See Exhibit "B" Attached Hereto

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into  
from another jurisdiction.

Describe Real Estate if applicable:

See Schedule "A" Attached Hereto

Signature of Debtor if applicable (Date)

Signature of Secured Party if applicable (Date)

[Signatures and Notaries On Following Pages]

50  
50



CROSSROADS PARTNERSHIP, a Maryland  
general partnership

By: CROSSROADS INVESTORS LIMITED  
PARTNERSHIP, a Maryland  
limited partnership, General  
Partner

By: THE ISSEL COMPANY, a  
Maryland corporation,  
General Partner

By: Peter IsSEL (SEAL)  
PETER ISSEL, President

By: HHR, INC., a Maryland  
corporation, General  
Partner

By: Michael B. Glick (SEAL)  
MICHAEL B. GLICK,  
President

By: STEUART LIMITED PARTNERSHIP, a  
Maryland limited partnership,  
General Partner

By: STEUART DEVELOPMENT CO.,  
a Maryland corporation,  
General Partner

By: Arthur B. Steuart (SEAL)  
ARTHUR B. STEUART,  
President

DOMINION FEDERAL SAVINGS  
AND LOAN ASSOCIATION

By: Richard Oppenheim, Jr. (SEAL)  
RICHARD OPPENHEIM, JR.,  
Vice President

STATE OF Md.  
CITY/COUNTY OF Balto, to wit:

I the undersigned, a Notary Public in and for the aforesaid jurisdiction, hereby certify that PETER ISSEL, personally known to me as the person who executed the foregoing Financing Statement, as President of THE ISSEL COMPANY, General Partner of CROSSROADS INVESTORS LIMITED PARTNERSHIP, General Partner of CROSSROADS PARTNERSHIP, bearing date of 11-15-88, 1988, personally appeared before me in my aforesaid jurisdiction and acknowledged said Financing Statement to be the act and deed of CROSSROADS PARTNERSHIP, and that he executed said Financing Statement for the purposes therein contained.

AS WITNESS: my hand and notarial seal.

My commission expires:

George J. Sybert  
NOTARY PUBLIC

[Notary Acknowledgments Continued On Following Page]

GEORGE J. SYBERT  
NOTARY PUBLIC  
BALTIMORE CITY, MARYLAND  
My commission expires July 1, 1990

STATE OF Md  
CITY/COUNTY OF Baltimore, to wit:

I the undersigned, a Notary Public in and for the aforesaid jurisdiction, hereby certify that MICHAEL B. GLICK, personally known to me as the person who executed the foregoing Financing Statement, as President of HHR, INC., General Partner of CROSSROADS INVESTORS LIMITED PARTNERSHIP, General Partner of CROSSROADS PARTNERSHIP, bearing date of 11-15-88, 1988, personally appeared before me in my aforesaid jurisdiction and acknowledged said Financing Statement to be the act and deed of CROSSROADS PARTNERSHIP, and that he executed said Financing Statement for the purposes therein contained.

AS WITNESS: my hand and notarial seal.

My commission expires:

[Signature]  
NOTARY PUBLIC

STATE OF Md  
CITY/COUNTY OF Baltimore, to wit:

I the undersigned, a Notary Public in and for the aforesaid jurisdiction, hereby certify that ARTHUR B. STEUART, personally known to me as the person who executed the foregoing Financing Statement, as President of STEUART DEVELOPMENT CO., General Partner of STEUART LIMITED PARTNERSHIP, General Partner of CROSSROADS PARTNERSHIP, bearing date of 11-15-88, 1988, personally appeared before me in my aforesaid jurisdiction and acknowledged said Financing Statement to be the act and deed of CROSSROADS PARTNERSHIP, and that he executed said Financing Statement for the purposes therein contained.

AS WITNESS: my hand and notarial seal.

My commission expires:

[Signature]  
NOTARY PUBLIC

STATE OF VIRGINIA  
COUNTY OF FAIRFAX, to wit:

I the undersigned, a Notary Public in and for the aforesaid jurisdiction, hereby certify that RICHARD OPPENHEIM, JR., personally known to me as the person who executed the foregoing Financing Statement, as Vice President of DOMINION FEDERAL SAVINGS AND LOAN ASSOCIATION, bearing date of November 11, 1988, personally appeared before me in my aforesaid jurisdiction and acknowledged said Financing Statement to be the act and deed of DOMINION FEDERAL SAVINGS AND LOAN ASSOCIATION and that he executed said Financing Statement for the purposes therein contained.

AS WITNESS: my hand and notarial seal.

My commission expires:

5/26/91

[Signature]  
NOTARY PUBLIC

GEORGE J. SYBERT  
NOTARY PUBLIC  
BALTIMORE CITY, MARYLAND  
My commission expires July 1, 1990

GEORGE J. SYBERT  
NOTARY PUBLIC  
BALTIMORE CITY, MARYLAND  
My commission expires July 1, 1990

Exhibit "B"

1. All machinery, apparatus, equipment, fittings, fixtures, furniture, building materials or related supplies and articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon the property described in Schedule A to the Financing Statement (the "Real Property"), and used or usable in connection with the present or future operation of said Real Property and now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, lighting, pipes, pumps, tanks, motors, conduits plumbing, fire prevention, fire extinguishing, refrigerating, and ventilating apparatus, air cooling and air conditioning equipment, shades, carpeting, awnings, screens, storm doors and windows, stoves, refrigerators, attached cabinets, partitions, ducts and compressors together with all alterations, additions, substitutions and replacements of those systems and fixtures, and all of the right, title and interest of Debtor in and to same which may be subject to any title retention or security agreement or instrument superior in lien to the lien evidenced hereby, and together with all alterations, additions, accessories, and improvements to same, substitutions for it and renewals and replacements of it; together with all proceeds (cash and non-cash) of it, including the proceeds of any and all insurance policies in connection with it.

2. The interest of the Debtor in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation made before or after the date of this Financing Statement, including interest, and the right to receive payments, as a result of, in connection with, or in lieu of (i) any taking of the Real Property or any part of it under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street and (iii) any other injury or damage to or decrease in value of, the Real Property or any part of it.

3. The interest of the Debtor in any and all payments, proceeds, settlements or other compensation made before or after the date of this Financing Statement including interest, and the right to receive payment, from any and all insurance policies covering the Real Property or any portion of it, or any of the other property described in this Financing Statement, or any part of it.

4. All rents, issues and profits that derive from the Debtor's right, title and interest in and to the Real Property, from but not limited to leases and all contract rights of the Debtor, now or hereafter created or arising in reference to the leasing or sale of the Real Property or any part or unit therein, including any security deposits or down payments relating thereto.

5. All right, title and interest of the Debtor in and to all contracts with Architects and/or Engineers, all plans and specifications, and contracts with general contractors [for purposes of this Exhibit "B", a "general contractor" is any person or entity with whom the Debtor or Debtor's agent(s) (other than a general contractor) contracts directly to perform labor or services or provide material(s)] for the development, construction and improvement of the Real Property or any part thereof or unit therein, and all commitments or agreements by any all lenders to finance the purchase by third parties of the Real Property or any part thereof or unit therein, together with all additions, situations and modifications thereof, now or hereafter created or arising in reference thereto, including, but not limited to, any and all deposits or down payments with respect thereto.

10/31/88  
RK: CW  
01-88-014B

THIS DESCRIPTION OF 89.7419 ACRE  
PARCEL OF LAND, LOT 3  
PART OF NEVAMAR CORPORATION PROPERTY  
4TH DISTRICT ANNE ARUNDEL COUNTY, MARYLAND  
WAS PREPARED BY  
KIDDLE CONSULTANTS, INC.  
JANUARY 21, 1988

The said 89.7419 acre parcel is shown on Subdivision Plat entitled "Nevarmar Corporation Property" recorded among the plat records of Anne Arundel County in Plat Book 110, Page 38 prepared by Kiddle Consultants, Inc., October 19, 1987.

BEGINNING for the same at a concrete monument heretofore set at the end of the 59th or North 03 degrees 30 minutes 00 seconds West 510.27 feet line of that 200.8251 acre parcel of land described in a deed dated March 31, 1978 was conveyed by Exxon Corporation to Nevamar Corporation and recorded among the Land Records of Anne Arundel County in Liber 3065, Page 217, and running thence, binding on the 60th line of said conveyance,

(1) North 83 degrees 44 minutes 30 seconds West 1522.59 feet, thence for a new line of division

(2) North 05 degrees 06 minutes 05 seconds East 1464.95 feet to a concrete monument set at the beginning of the third line of the first parcel of land dated December 28, 1970 was conveyed by Enjay Chemical Company to Vectra Corporation and recorded among the aforesaid Land Records in Liber 2415, Page 47 said point also being at the end of the 11th line of the land described in a deed dated August 13, 1973 conveyed by Exxon Corporation to Vectra Corporation and recorded among the Land Records in W.G.C. 2616,



Page 95, thence binding reversely on all of the second line of said second mentioned conveyance and continuing the same direction in all

(3) North 66 degrees 13 minutes 10 seconds West 851.62 feet to a point in the Easterly right-of-way of Maryland Route 170, thence binding on the East side of Maryland Route 170, as shown in State Highway Plat Nos. 50171 and 50172 as follows, viz:

(4) North 27 degrees 47 minutes 55 seconds East 74.31 feet,

(5) North 60 degrees 56 minutes 56 seconds West 101.95 feet,

(6) North 07 degrees 46 minutes 18 seconds East 215.00 feet,

(7) South 63 degrees 43 minutes 32 seconds East 21.33 feet,

(8) North 29 degrees 01 minutes 35 seconds East 29.96 feet to

the end of the fifth line of that parcel of land that was conveyed by Nevamar Corporation to Anne Arundel County, Maryland in November, 1985 and recorded among the aforesaid Land Record in Liber 3997, Page 554 thence binding reversely; on said fifth line to the beginning thereof, and reversely on the fourth and third lines of said last mentioned deed three courses,

(9) South 61 degrees 58 minutes 00 seconds East 165.30 feet,

(10) North 28 degrees 02 minutes 00 seconds East 406.24 feet and

(11) North 59 degrees 32 minutes 10 seconds West 113.41 feet to the centerline of the Washington, Baltimore and Annapolis Railroad right-of-way now abandoned, and at the end of the 20th line of the aforesaid 200.8251 acre tract from Exxon Corporation to Nevamar Corporation thence binding on the 21st through 25th lines and a part of the 26th line of said first mentioned 200.8251 parcel conveyed from Exxon Corporation to Nevamar Corporation, six



(36) South 34 degrees 01 minutes 32 seconds West 64.41 feet,  
(37) South 31 degrees 07 minutes 34 seconds East 30.59 feet,  
(38) South 85 degrees 15 minutes 57 seconds East 89.05 feet,  
(39) South 21 degrees 37 minutes 43 seconds East 158.08 feet,  
(40) South 14 degrees 06 minutes 20 seconds East 301.50 feet,  
(41) South 21 degrees 14 minutes 54 seconds East 200.06 feet,  
(42) South 17 degrees 14 minutes 23 seconds East 200.20 feet,  
(43) South 13 degrees 10 minutes 20 seconds West 67.96 feet,  
(44) South 58 degrees 08 minutes 58 seconds East 54.82 feet,  
(45) South 16 degrees 57 minutes 14 seconds East 78.15 feet,  
(46) South 88 degrees 32 minutes 00 seconds West 312.79 feet,  
thence binding on the 59th line of said last mentioned conveyance  
(47) North 03 degrees 30 minutes 00 seconds West 510.27 feet to  
the place of beginning

CONTAINING 89.7419 acres of land

BEING a part of the parcel of land conveyed by Exxon Corporation  
to Nevamar dated March 31, 1978 and recorded among the Land  
Records of Anne Arundel County in Liber 3065, Page 217.

AND being also part of the parcel of land conveyed by Chevron  
Fibers to the Nevamar Corporation dated June 3, 1983 and recorded  
among the Land Records of Anne Arundel County in Liber 3595, Page  
219.

TEP/pap

KCI Job Order No. 01-70220A

January 21, 1988

Work Order No. 47285

10/28/88                      BOUNDARY DESCRIPTION OF A PARCEL OF  
RK: CW                      LAND CONTAINING 31.061 ACRES  
01-88-014B                  THE CROSSROADS BUSINESS PARK  
                                FOURTH DISTRICT  
                                ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a concrete monument found at the beginning of the North 83 degrees 44 minutes 30 seconds West 1522.59 foot line, designated no. 602 as shown on the subdivision plat entitled "Nevamar Corporation Property" recorded among the plat records of Anne Arundel County in plat book 110, page 38 and being also found at the beginning 19th or South 03 degrees 23 minutes 26 seconds East 509.17 foot line of the conveyance from B. Whitney Corporation to Whitney B. Clark et.al., deed dated November 25, 1964 recorded among the Land Records of Anne Arundel County in Liber 1815, Folio 63 thence binding on said 19th line and referring the courses of this description to the Maryland State Grid Meridian and as now surveyed

(1) South 03 degrees 25 minutes 55 seconds East 509.17 feet thence binding on part of the 20th line of the aforementioned deed

(2) North 88 degrees 36 minutes 27 seconds East 312.72 feet to intersect the west Right-Of-Way Line of Proposed Maryland Route 32 as shown on Maryland Highway Administration Right-Of-Way Plat No. 50178 thence binding on said Right-Of-Way Lines the three following courses

(3) South 16 degrees 56 minutes 15 seconds East 121.06 feet, thence

BOUNDARY DESCRIPTION OF A PARCEL OF  
LAND CONTAINING 31.061 ACRES  
THE CROSSROADS BUSINESS PARK  
FOURTH DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND  
PAGE 2

(4) South 28 degrees 08 minutes 38 seconds East 151.60 feet,  
thence

(5) South 19 degrees 48 minutes 00 seconds East 52.55 feet  
thence binding reversely on the northwest and northeast  
Right-Of-Way Lines of the Baltimore Gas and Electric Company  
Transmission Right-Of-Way, 120 feet wide, being part of the 7th or  
North 58 degrees 00 minutes 07 seconds East 902.79 foot line and  
all of the 6th or South 63 degrees 49 minutes 10 seconds East 1241.02  
foot line of the conveyance from CARLTON H. OTTO and wife  
to Bankers Trust Company, Baltimore Gas and Electric Company, deed  
dated February 8, 1956, recorded among the aforesaid Land Records  
in Liber 1000, Folio 146

(6) South 57 degrees 50 minutes 56 seconds West 513.52 feet,  
thence

(7) North 64 degrees 00 minutes 57 seconds West 1241.08 feet  
thence binding on part of the 12th and all of the 13th through the  
18th lines as described in the first mentioned deed of conveyance  
and running with Picture Spring Branch

(8) North 24 degrees 12 minutes 27 seconds West 14.04 feet,  
thence

(9) North 36 degrees 41 minutes 27 seconds West 231.00 feet,  
thence

BOUNDARY DESCRIPTION OF A PARCEL OF  
LAND CONTAINING 31.061 ACRES  
THE CROSSROADS BUSINESS PARK  
FOURTH DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND  
PAGE 3

(10) North 81 degrees 11 minutes 27 seconds West 231.00 feet,  
thence

(11) North 46 degrees 26 minutes 27 seconds West 231.00 feet,  
thence

(12) North 14 degrees 18 minutes 33 seconds East 231.00 feet,  
thence

(13) North 36 degrees 44 minutes 46 seconds East 98.08 feet,  
thence

(14) South 83 degrees 42 minutes 54 seconds East 1515.50 feet  
passing over a concrete monument found 4.57 feet from the  
beginning of said line

CONTAINING 31.061 acres of land, more or less

SUBJECT to a Utility Easement Right-Of-Way 10 feet wide  
described in a deed of Easement and Agreement between CARLTON H.  
OTTO and wife to Whitney Clark and Anne Arundel County Sanitary  
Commission, deed dated May 27, 1963, recorded in Liber 1661, Folio  
197

SUBJECT to a Utility Easement 10 feet wide described in a deed  
of Easement and Agreement between NATIONAL PLASTIC PRODUCTS  
COMPANY, INC., and Anne Arundel County Sanitary Commission, deed  
dated August 22, 1962, recorded in Liber 1601, Folio 12

BOUNDARY DESCRIPTION OF A PARCEL OF  
LAND CONTAINING 31.061 ACRES  
THE CROSSROADS BUSINESS PARK  
FOURTH DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND  
PAGE 4

SUBJECT to a boundary line overlap binding on Picture Springs Branch, with the adjacent property of the Nevamar Corporation, Lot 2 as described in Liber 3065, Folio 217 and as shown on Subdivision plat entitled "Nevamar Corporation Property" recorded as first mentioned

BEING part of the conveyance from B. Whitney Corporation to Whitney B. Clark et.al., deed dated November 25, 1964 recorded among the Land Records of Anne Arundel County in Liber 1815, Folio 63

Baltimore, MD 21201  
3301 Charles Center  
38 South Charles Street  
Corporation  
AMERICAN LIFE CORPORATION



AA FIS

REORDER FROM  
Registre, Inc.  
514 PIERCE ST.  
P.O. BOX 218  
ANOKA, MN. 55303  
(612) 421-1713

STATE OF MARYLAND

534 510

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 248249

RECORDED IN LIBER 464 FOLIO 37 ON July 21, 1983 (DATE)

1. DEBTOR

Name Anne Arundel County, Maryland  
Arundel Center  
Address Northwest and Calvert Streets, Annapolis, MD 21401 Attn: Director  
of Administration

2. SECURED PARTY

Name Fairfax Savings Association, Now Known As FAIRFAX SAVINGS FSB  
Address 17 Light Street, Baltimore, MD 21202 Attn: Real Estate Finance  
Department

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between  
the foregoing Debtor and Secured Party,  
bearing the file number shown above, is  
still effective.

B. Partial Release ☐  
From the collateral described in the financing  
statement bearing the file number shown  
above, the Secured Party releases the follow-  
ing:

C. Assignment ☒  
The Secured Party certifies that the Secured Party has  
assigned to the Assignee whose name and address is  
shown below, Secured Party's rights under the financ-  
ing statement bearing the file number, shown above in  
the following property:

D. Other: ☐  
(Indicate whether amendment, termi-  
nation, etc.)

Equitable Bank, National Association  
100 S. Charles Street  
Baltimore, MD 21201

Attn: Real Estate Finance Department

RECORD FEE 10.00  
POSTAGE .50  
#416170 0345 R01 11/21/88  
11/21/88  
CK

Dated Sept 30, 1988

David S. B. (Signature of Secured Party)

Type or Print Above Name on Above Line

AA FIS

REORDER FROM  
Registre, Inc.  
514 PIERCE ST.  
P.O. BOX 218  
ANOKA, MN. 55303  
(612) 421-1713

STATE OF MARYLAND

534 511

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 248248  
RECORDED IN LIBER 464 FOLIO 29 ON July 21, 1983 (DATE)

1. DEBTOR

Name Attman/Glazer P. B. Company

Address 7779 New York Lane, Glen Burnie, MD 21061

2. SECURED PARTY

Name Fairfax Savings Association, NOW KNOWN AS FAIRFAX SAVINGS, FSB

Address 17 Light Street, Baltimore, MD 21202 Attn: Real Estate Finance  
Department

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

Equitable Bank, National Association  
100 S. Charles Street  
Baltimore, MD 21201

Attn: Real Estate Finance Department

RECORD FEE 10.00  
POSTAGE .50  
#416160 0345 R01 11/21/88

CK

Dated

Sept 30, 1988

(Signature of Secured Party)

Type or Print Above Name on Above Line

275110

534 512

STANDARD FORM  
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

ORDER FROM: THE SHAW-WALKER CO  
405 LEXINGTON AVE  
N.Y.C. 10017

INSTRUCTIONS

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
6. At the time of original filing, filing officer should return third copy as an acknowledgement. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) U.S.A CONDOR LIMITED 326 First Street Annapolis, Maryland 21403	2. Secured Party(ies) and address(es) JAMES P. JOYCE c/o The Anden Group 1908 Mt. Vernon Avenue Alexandria, Virginia 22301	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: COLLATERAL: All present and after-acquired assets owned by the Debtor, including equipment, supplies, fixtures, furniture, appliances, inventory, work in progress, licenses, patents, trade marks, trade names, and other intellectual property, client lists, names, contract rights, accounts receivables, leases and leasehold interests, deposits, permits, goodwill, and all after acquired property and replacements and proceeds and products thereof.  "EXEMPT FROM RECORDATION TAXES"		5. Assignee(s) of Secured Party and Address(es)
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Filed with:
Check <input checked="" type="checkbox"/> if covered. <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		

RECORD FEE 11.00  
POSTAGE .50  
#332470-0055 R02 T09:01  
11/22/88

Philip A. Herting	James P. Joyce - V.P.
By: <u>Philip A. Herting</u> (PRES.)	By: <u>James P. Joyce</u>
Signature(s) of Debtor(s)	Signature(s) of Secured Party(ies)
(1) Filing Officer Copy-Alphabetical	STANDARD FORM - FORM UCC-1. (For Use In Most States)

275411

## FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at \_\_\_\_\_
2. ☒ To Be Recorded among the Financing Records at Anne Arundel County
3. ☒ Not subject to Recordation Tax
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s):

Address(es):

Tri State Steel Erectors, Inc.

2129 Baldwin Avenue, Suite 5  
Crofton, Maryland 21114

6. Secured Party: Maryland National Bank

Address: Department: ACCUPost Office Box 987, Mailstop 500-270Attention: Lisa Edwards

Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☒ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

RECORD FEE 11.00  
POSTAGE .50  
#243710 0040 R04 TOP:16  
11/22/00

Debtor: Tri State Steel Erectors, Inc.

Secured Party: Maryland National Bank

By: Ronny A. Landt (Seal)

Ronny A. Landt, President

By: Jane C. Phillips (Seal)Jane C. Phillips, Assistant Vice President

Type name and title

By: Sheldon Bolotin (Seal)

Sheldon Bolotin, Vice President

207-95 REV 1/86

MARYLAND NATIONAL BANK

Mail To:  
Maryland National Bank  
Credit Collateral Unit  
P.O. Box 871  
Annapolis, Maryland 21404

11.00  
+.50  
11.50



## FINANCING STATEMENT

1. ☐ To be recorded in the Land Records.
2. ☒ To be recorded among the Financing Statement Records.
3. ☐ Not subject to Recordation Tax.
4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 10,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Circuit Court of Anne Arundel County

5. Debtor(s) Name(s) Address(es)  
**Fondengcup Enterprises, Inc.** **7509 Connelley Drive, Suite C**  
**Hanover, Maryland 21076**

6. Secured Party Address  
Equitable Bank, National Association  
Attention: **Shelly Elsezy 050603** **100 S. Charles Street**  
**Documentation Assistant** **Baltimore, Maryland 21201**

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☒ A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☒ B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☒ C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☒ D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☒ E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. ☐ All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors **Fondengcup Enterprises, Inc.**

By: John R. Credle (Seal) \_\_\_\_\_ (Seal)

By: Francis Folefac (Seal) \_\_\_\_\_ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

11-20  
WHEN RECORDED RETURN TO  
AUTOMATED TITLING  
204 E. LOMBARD ST. BALTIMORE, MD 21202



BOOK 534 515

ANNE ARUNDEL COUNTY

275413

FINANCING STATEMENT

☒ Not subject to recordation tax  
☐ Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): British Brewing Co., Inc.  
Address: 6759 Baymeadow Drive  
Glen Burnie, Maryland 21061

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: ~~XXXXXXXXXXXXXXXXXXXX~~  
Silver Spring, Maryland 20910  
2001 Davidsonville Road  
Crofton, MD 21114

3. This Financing Statement covers the following types (or items) of property:  
1 316 Stainless Steel Beer Fermenter 1200 gallon capacity

4. Check the statements which apply, if any, and supply the information indicated:

☐ (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00  
POSTAGE .50  
#332660 C23T R02 T11:54  
11/22/88

☒ Proceeds of the collateral are also covered.

☒ Products of the collateral are also covered.

Debtor(s) British Brewing Co., Inc.

Craig Stuart Paul, Pres.

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: Denise M. Sutton

Denise M. Sutton  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

## STATE OF MARYLAND

BOOK 534 PAGE 516

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 275117

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Happy Travelers, Inc.  
Address 738 Maryland Route 3 NBL Gambrills, MD 21054

## 2. SECURED PARTY

Name C Credit, Inc.  
Address 5821 Park Road Suite 200  
Charlotte, N.C. 28209

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 11.00  
POSTAGE .50  
#332670 CREDIT R02 T13:02  
11/22/88

All inventory of goods of whatever description held for sale or lease by the Debtor now or hereafter owned or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossessions, and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Herbert Schwartz - President  
(Signature of Debtor)

Happy Travelers, Inc.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Edward J. Keeney  
(Signature of Secured Party)

C Credit, Inc.  
Type or Print Above Signature on Above Line

275-115

BOOK 534 PAGE 517

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

JENKINS MARINE MOTOR SALES, INC.  
7328 Ritchie Hwy.  
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)

Transamerica Comm. Fin. Corp.  
P.O. Box 1416 (#118)  
Palatine, IL 60078

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00  
POSTAGE .50  
#334370 0237 R02 T09:05  
11/25/88

4. This financing statement covers the following types (or items) of property:

All inventory of goods of whatever kind or nature held for sale or lease by the Debtor, including but not limited to boats, boat trailers, boat motors, marine equipment, parts and accessories, wherever located, now owned or hereafter acquired or in the possession, custody of Debtor, and all returns, reposessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessories thereto and thereof, and all other goods used or intended to be used in conjunction therewith; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

"NOT SUBJECT TO RECORDATION TAX" SECURED PARTY HOLDS AN INVENTORY SECURITY AGREEMENT

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

Filed with:

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

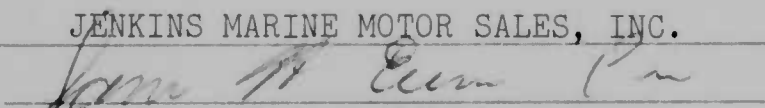
Anne Arundel County Clerk

☐ which is proceeds of the original collateral described above in which a security interest was perfected.Check ☒ if covered. ☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented

JENKINS MARINE MOTOR SALES, INC.

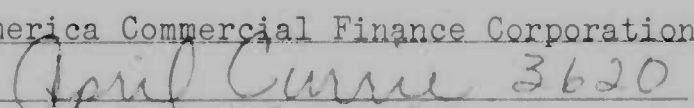
Transamerica Commercial Finance Corporation

By:



Signature(s) of Debtor(s)

By:



Signature(s) of Secured Party(ies)

James H. Eurice, President

April Currie, BA1

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.



275416

BOOK 534 PAGE 518

## Financing Statement

- ☒ Not Subject to Recordation Tax  
☐ Subject to Recordation Tax. Principal Amount is \$ \_\_\_\_\_  
☐ To Be Recorded in Land Records of \_\_\_\_\_

## Record in:

- ☐ SDAT  
☐ Montgomery County  
☐ Prince George's County  
☒ Other ANNES ARUNDEL COUNTY

NAME	Street	City	State
1. Debtor(s)			
<u>SUBURBAN HOMES, INC. 6001 Heritage Hill Drive, Glen Burnie, MD 21061</u>			

2. Secured Party: SOVRAN BANK/MARYLAND  
6610 Rockledge Drive, Bethesda, MD 20817  
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check ☒ one or more boxes as applicable:

- ☐ All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- ☐ Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- ☐ Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- ☐ Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- ☒ Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: \_\_\_\_\_

4. Mailing instructions. This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

Secured Party: SOVRAN BANK/MARYLAND

By: [Signature]

Type Name Paul J.M. Towell

Title Assistant Vice President

SUBURBAN HOMES, INC.

By: [Signature]

Title: Pres.

Type or Print Name and Title of Each Signature

RECORD FEE 11.00  
POSTAGE .50  
#374790 / 0237 R02 T09:07  
11/25/89

Schedule A

BOOK 534 519

1. All interest of the undersigned as a general partner in Regency Club II Limited Partnership, a Maryland limited partnership, evidenced by a Certificate of Limited Partnership dated November 14, 1985, signed by D. Richard Rothman and Suburban Homes, Inc., as general partners, and by D. Richard Rothman, Inc., as limited partner, recorded in the Limited Partnership Records of the Maryland State Department of Assessments and Taxation in Liber 2760, Page <sup>1049</sup> as amended by a Certificate of Amendment dated December 23, 1985, and by a Certificate of Second Amendment dated August 3, 1988 (collectively, the "Regency II Partnership Agreement").

2. All rights of the undersigned to receive payments, fees, distributions (general or special), profits, income, return of capital, or other monies or property from Regency Club II Limited Partnership or pursuant to the Regency II Partnership Agreement.

3. All rights of the undersigned to receive payments, fees, profits, distributions (general or specified), income, return of capital, or other monies or property pursuant to that certain West Bay Limited Partnership Agreement dated as of December 1, 1977, by and among the Borrower, as a general partner, and the undersigned and the Borrower as limited partners, as evidenced by a Certificate of Limited Partnership of West Bay Limited Partnership recorded in Liber 8, page 843, in the Limited Partnership Records of the Maryland State Department of Assessments and Taxation.

4. All proceeds of any of the foregoing.

05790

002





075117

BOOK 534 PAGE 520

## Financing Statement

COPY FOR FILING

- ☒ Not Subject to Recordation Tax  
☐ Subject to Recordation Tax; Principal  
Amount is \$ \_\_\_\_\_  
☐ To Be Recorded in Land Records of \_\_\_\_\_

## Record in:

- ☐ SDAT  
☐ Montgomery County  
☐ Prince George's County  
☒ Other: Anne Arundel County

NAME	Street	City	State
1. Debtor(s)			
<u>D. RICHARD ROTHMAN 6001 Heritage Hill Drive, Glen Burnie, MD 21061</u>			

2. Secured Party: SOVRAN BANK/MARYLAND  
6610 Rockledge Drive, Bethesda, MD 20817  
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check ☒ one or more boxes as applicable:

- ☐ All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- ☐ Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- ☐ Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- ☐ Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- ☒ Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: \_\_\_\_\_

RECORD FEE 11.00  
POSTAGE .50  
#134390 0237 R02 TOP:08  
11/25/88

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK/MARYLAND

By:

Type Name Paul J.M. Towell

Title Assistant Vice President

Debtor(s) or Assignor(s)

D. RICHARD ROTHMAN

\_\_\_\_\_  
Type or Print Name and Title of Each Signature

Schedule A

1. All interest of Borrower as a general partner and as a limited partner in Regency Club II Limited Partnership, a Maryland limited partnership, evidenced by a Certificate of Limited Partnership dated November 14, 1985, signed by the Borrower and Suburban Homes, Inc., as general partner, and the Borrower, as limited partner, recorded among the Limited Partnership Records of the Maryland State Department of Assessments and Taxation in Liber 2760, folio 1049 as amended by a Certificate of Amendment dated December 23, 1985, and by a Certificate of Second Amendment dated August 3, 1988 (collectively, the "Regency II Partnership Agreement").

2. All rights of Borrower to receive payments, fees, distributions (general or special), profits, income, return of capital, or other monies or property from Regency Club II Partnership or pursuant to the Regency II Partnership Agreement.

3. All rights of Borrower to fees, payments, profits, distributions (general or special), or other monies pursuant to that certain Regency Club Limited Partnership Amended and Restated Certificate and Agreement of Limited Partnership dated November 29, 1985 ~~as evidenced by a Certificate of Limited Partnership recorded~~, between Borrower, Suburban Homes, Inc., and Regency-Huntington, Inc., as general partners, and BCI Contractors, Inc., Regency Investors Limited Partnership, and Carol R. Meagher, as limited partners.

4. All rights of Borrower to payments, profits, distributions, or other monies under that certain Loan Agreement dated April 14, 1985, among the Borrower, Regency Club Limited Partnership, Suburban Homes, Inc., and Huntington Realty Interests, Ltd., as supplemented by an Agreement dated September 30, 1985.

5. All rights of Borrower to payments, profits, distributions, or other monies under that certain Development Agreement dated November 25, 1985 between Huntington Realty Interests, Ltd., and the Borrower.

6. All rights of Borrower to receive payments, fees, profits, distributions (general or specified), income, return of capital, or other monies or property pursuant to that certain West Bay Limited Partnership Agreement dated as of December 1, 1977, by and among the Borrower, as a general partner, and Suburban Homes, Inc., and the Borrower as limited partners, as evidenced by a Certificate of Limited Partnership of West Bay Limited Partnership recorded in Liber 8, Page 843, in the Limited Partnership Records of the Maryland State Department of Assessments and Taxation.

7. All proceeds of any of the foregoing.

05730  
*ppp*

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Harley-Davidson of  
Annapolis, Inc  
1929 Lincoln Drive  
Annapolis, MD 21401

2. Secured Party(ies) and address(es)

Harley-Davidson, Inc.  
P O Box 653  
Milwaukee, WI 53201

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
RECORD TAX 140.00  
POSTAGE .50  
#243700 C040 R04 T08:51  
GK 11/25/88

4. This statement refers to original Financing Statement bearing File No. 04575-446-439

Ann Arundel County

Filed with Clerk of Circuit Court

Date Filed Feb. 11, 1982

5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.  
6. ☐ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.  
7. ☐ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.  
8. ☒ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.  
9. ☐ Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

Recordation Tax of \$20,000.00

No. of additional Sheets presented:

Harley-Davidson of  
Annapolis, Inc.

Harley-Davidson, Inc.

By: Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Carol A. Hattery  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Alphabetical

STANDARD FORM - FORM UCC-3

10 140 -50



\*\*\*\*\*NOT SUBJECT TO RECORDATION TAX\*\*\*\*\*

BOOK 534 523

275113

Financing Statement

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

☐ STATE CORPORATION COMMISSION  
UCC Div., Box 1197, Richmond, Va. 23209

☒ LOCAL (CLERK OF Anne Arundel)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.  
No other name will be indexed.

Mark Moseley Travel  
2051 West Street  
Annapolis, Maryland 21401

Check the box indicating the kind of statement. Check only one box.

☒ ORIGINAL FINANCING STATEMENT

The debtor(s) hereby grant(s) to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party except as limited by separate written agreement.

☐ CONTINUATION-ORIGINAL STILL EFFECTIVE

☐ AMENDMENT

☐ ASSIGNMENT

☐ PARTIAL RELEASE OF COLLATERAL

☐ TERMINATION

Name & address of Secured Party

Sovran Bank, N.A.  
8300 Greensboro Drive  
Suite 620  
McLean, Virginia 22102

Name & address of Assignee

RECORD FEE 11.00  
POSTAGE .50  
#243710 C040 1004 108153  
11/25/08

Date of maturity if less than five years

Proceeds of collateral are covered ☒

Products of collateral are covered ☒

Description of collateral covered by original financing statement

See Attached Attachment "A"

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

11.50

Mark Moseley Travel

Sovran Bank, N.A.

Signature of Debtor if applicable (Date)

Signature of Secured Party if applicable (Date)

BY: Mark Moseley

BY: [Signature]

ATTACHMENT "A"

Each and every account, receivable, contract right, lease, chattel paper, and other rights of the Debtor to the payment of money, of every nature, type and description, whether now owing to the Debtor or hereafter arising, and all monies and other proceeds (cash or non-cash), including returned goods now or hereafter to grow due thereon, whether now owned or hereafter acquired, (which accounts, receivables, contract rights, leases, chattel paper and other rights are sometimes hereafter referred to as "Accounts"), and all proceeds of said Accounts.

All machinery, equipment, tools, furniture, all other tangible personal property of the Debtor of every nature, type and description (excluding "household goods" not in the Bank's possession, as that term is defined at 12 D.F.R. & 227.12, as it may be amended from time to time, if the indebtedness is for personal, family or household purposes), and all fixtures, together with all additions and accessions thereto and all replacement parts and substitutions therefor, and all similar property now owned or hereafter acquired by the Debtor including, without limitation, and all proceeds of said Equipment, including any proceeds of insurance against fire or physical damage, whether or not such policy shall contain an endorsement in favor of the Bank.

MARK MOSELEY TRAVEL

Acknowledged by: Eileen H. Fry



275-113

BOOK 534 PAGE 525

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Natter Services Inc.  
Address 2086 Generals Highway, Suite 302, Annapolis, MD 21401

## 2. SECURED PARTY

Name Outdoor Power  
Address 1915 Lincoln Drive  
Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

-New John Deere 260 Lawn & Garden Tractor  
S/N M00260T477357

-New 46" Front Blade  
S/N M03270X575839

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

RECORD FEE 12.00  
POSTAGE .50  
R243740 5040 R04 T00456  
11/25/88

William S. Natter, Jr.  
(Signature of Debtor)

Natter Services  
Type or Print Above Name on Above Line  
William S. Natter, Jr.  
(Signature of Debtor)

William Natter Jr.  
Type or Print Above Signature on Above Line

Outdoor Power  
(Signature of Secured Party)

Outdoor Power  
Type or Print Above Signature on Above Line



## Financing Statement

(Continuation - Termination - Assignment - Partial Release - Amendment)

This Financing Statement refers to an original Financing Statement of which the record reference and File Number and date of filing are as follows:

Record: ☐ Land } Liber 525 Folio 537 File # 272492  
☒ Financing Statement }

Recorded at Anne Arundel City Date of Financing Statement 4/21/88

Name	Address			
	No.	Street	City	State
1. Debtor(s) (or assignor[s])				
<u>O'Brien Associates</u>	<u>1825</u>	<u>George Avenue #6,</u>	<u>Annapolis,</u>	<u>MD 21401</u>

2. Secured Party  
Sovran Bank/Maryland, 6610 Rockledge Drive, Bethesda, Maryland 20817

Check ☒ The Lines Which Apply

3. ☐ A. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.
- ☐ B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number shown above.
- ☐ C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address are shown in Item F below, Secured Party's rights under the financing statement bearing the File Number shown above.
- ☐ D. Partial Release. The Secured Party releases the property hereinafter described in Item F, from the collateral described in the Financing Statement bearing the File Number shown above.
- ☒ E. Amendment. The original Financing Statement referred to above is amended as set forth in Item F below. (Signature of debtor is required)
- ☒ F. Change Address:  
 From 1825 George Avenue #6 To: Professional Bldg.  
Annapolis, MD 21401 Main Street  
Stevensville, MD 21666

- ☐ G. I/we hereby certify under the penalties of perjury that additional taxable debt in the amount of \$ \_\_\_\_\_ has been incurred, and that recordation tax in the amount of \$ \_\_\_\_\_ was paid to \_\_\_\_\_ on or about \_\_\_\_\_.

RECORD FEE 10.00  
 POSTAGE .50  
 #243750 0040 R04 100137  
 11/25/88

Debtor(s)

O'Brien Associates, Inc.

By: James D. O'Brien  
James D. O'Brien, President  
 \_\_\_\_\_  
 (Date)

Secured Party:

Sovran Bank/Maryland

By: Robert W. Rucker, Jr.  
Robert W. Rucker, Jr.  
 (Type Name)  
Vice President  
 (Title)

White - Filing Officer's Copy

Canary - Debtor's Copy

Pink - Bank's Copy

08-8005 (4/88) Maryland Supply Center

Sovran Financial Corporation  
 Sovran Bank/Maryland

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

275120

Identifying File No.

1461534-527

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$983.41

If this statement is to be recorded in land records check here. ☐

This financing statement Dated NOV. 15th, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name REX J. & VICKIE A. STANFIELD

Address 729 214th ST. PASADENA, MD. 21122

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

(4) BICYCLES, (3) FIREARMS, WARD'S TELEVISION,

WARDS VCR

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 12.00  
RECORD TAX 7.00  
POSTAGE .50  
#243810 C040 R04 T09103  
11/25/88  
4

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

12.00  
7.50  
19.50  
Rex Stanfield  
(Signature of Debtor)

REX J. STANFIELD  
Type or Print Above Name on Above Line  
Vicky A. Stanfield  
(Signature of Debtor)

VICKIE A. STANFIELD  
Type or Print Above Signature on Above Line

Gina Jordan  
(Signature of Secured Party)

GINA JORDAN ADMIN. ASST.  
Type or Print Above Signature on Above Line

275421

500

534

528

Debtor or Assignor Form

Anne Arundel Co. MARYLAND FINANCING STATEMENT

☐ Not subject to Recordation Tax☒ Subject to Recordation Tax; Principal Amount is \$ 152,775.00 (\$1071.00)☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

## DEBTOR

McLean Contracting Company  
(Name)6700 Curtis Court  
(Address)

Glen Burnie, Maryland 21061

## SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Attn: Leon W. Wynne 101-560  
(Name of Loan Officer)P.O. Box 1596  
(Address)

Baltimore, Maryland 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

1981 Link-Belt Truck Crane Model HC218A Serial #18H1-1269B

RECORD FEE 11.00  
RECORD TAX 1071.00  
POSTAGE .50  
#243020 C040 R04 T09104  
11/25/08

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor:

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

## DEBTOR (OR ASSIGNOR)

McLean Contracting Company (Seal)

(Signature)

Frederick W. Rich, V.P. & Treas.  
(Print or Type Name)

## DEBTOR (OR ASSIGNOR)

McLean Contracting Company (Seal)

(Signature)

M. David Connelly, Sec.  
(Print or Type Name)11.00  
1071.00  
.50  
1082.50

BS-0850A-8406

275-122  
BOOK 534 PAGE 529

Debtor or Assignor Form

Anne Arundel County MARYLAND FINANCING STATEMENT

- ☐ Not subject to Recordation Tax  
☒ Subject to Recordation Tax: Principal Amount is \$ 8500.00 (\$59.50)  
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

Cards & More, Inc.  
(Name)  
8541 Ft. Smallwood Road  
(Address)  
Pasadena, Maryland 21122

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND

Attn: Marc A. Tohir 101-560  
(Name of Loan Officer)  
P.O. Box 1596  
(Address)  
Baltimore, Maryland 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

1) All of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Borrower, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Borrower's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Borrower's now owned and hereafter acquired inventory, wherever located, including but not limited to raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts bonds, stocks, certificates, advances, deposits, tradenames, licenses, patents and cash value of life insurance, all of which, including the above-described Equipment, Accounts, Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Borrower's assets in which bank has been or is hereafter granted a security interest under any security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into possession of Bank, as well as all proceeds and products thereof; (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

RECORD FEE 11.00  
RECORD TAX 59.50  
POSTAGE .50

Record Owner, if different from the Debtor:

3. ☐ Products of the collateral are also specifically covered.

#240030 C040 R04 109105  
11/25/88

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

Cards & More, Inc. (Seal)  
David P. Fawcett (Seal)  
(Signature)  
DAVID P. FAUCETT  
(Print or Type Name)

DEBTOR (OR ASSIGNOR)

(Seal)  
(Seal)  
(Signature)  
(Print or Type Name)

BS-C650A-8406



RECORDATION TAX CERTIFICATE

The undersigned hereby certifies that the books and records of

Cards & More, Inc.

("Debtor") show

the following values for property which secures a total debt of

\$ 50,000.00 to The First National Bank of Maryland.

(A)

Value of inventory, contract rights  
and other exempt property

\$ 50,000.00

(X)

Total value of all property  
covered by financing statement

\$ 60,000.00

(Y)

(X) ÷ (Y) = 83 %  
(B)

Therefore, the amount of debt exempt from recordation tax is computed as follows, in accordance with the advice of the Maryland Attorney General's Office:

\$ 50,000.00 (A) X 83 (B) % = \$ 41,500.00 (C)

and the total amount of debt subject to tax upon the filing of financing statements submitted herewith, is \$ 8,500.00.

\$ 50,000.00 (A) - \$ 41,500.00 (C)

Cards & More, Inc.  
(Name of Debtor)

✓ By: David P. Lucatt (SEAL)

Date: 10-31-85, 1985

275423

BOOK 534 PAGE 531

ALL ASSETS

Debtor or Assignor Form

## Anne Arundel County MARYLAND FINANCING STATEMENT

- ☐ Not subject to Recordation Tax  
☒ Subject to Recordation Tax; Principal Amount is \$ 7,500.00 (\$52.50)  
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

## DEBTOR

\* Cards & Stuff, Inc.  
(Name)  
337 R Hospital Drive  
(Address)  
Glen Burnie, Maryland 21061

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND

Attn: Marc A. Tohir, Vice-Pres. 101-560  
(Name of Loan Officer)  
P.O. Box 1596  
(Address)  
Baltimore, Maryland 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

1) All of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Borrower, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Borrower's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Borrower's now owned and hereafter acquired inventory, wherever located, including but not limited to raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts bonds, stocks, certificates, advances, deposits, tradenames, licenses, patents and cash value of life insurance, all of which, including the above-described Equipment, Accounts, Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Borrower's assets in which bank has been or is hereafter granted a security interest under any security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into possession of Bank, as well as all proceeds and products thereof; (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

RECORD FEE 11.00  
RECORD TAX 52.50  
POSTAGE .50

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate:

#243840 C040 R04 T07107

Record Owner, if different from the Debtor

3. ☐ Products of the collateral are also specifically covered.

11/25/88

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

## DEBTOR (OR ASSIGNOR)

✓ Cards & Stuff, Inc. (Seal)  
✓ Elaine M. Harris (Seal)  
(Signature)  
✓ Elaine M. Harris, Pres.  
(Print or Type Name)

## DEBTOR (OR ASSIGNEE)

(Seal)  
(Seal)  
(Signature)  
(Print or Type Name)

BS-0850A-8406

RECORDATION TAX CERTIFICATE

The undersigned hereby certifies that the books and records of  
Cards & Stuff, Inc. ("Debtor") show  
 the following values for property which secures a total debt of

\$ <u>30,000.00</u>	to The First National Bank of Maryland.
(A)	
\$ <u>30,000.00</u>	Value of inventory, contract rights
(X)	and other exempt property
\$ <u>40,000.00</u>	Total value of all property
(Y)	covered by financing statement
	$(X) \div (Y) = \frac{75}{(B)} \%$

Therefore, the amount of debt exempt from recordation tax is com-  
 puted as follows, in accordance with the advice of the Maryland  
 Attorney General's Office:

\$ 30,000.00 X  $\frac{75}{(B)} \%$  = \$ 22,500.00  
 (A) (B) (C)

and the total amount of debt subject to tax upon the filing of  
 financing statements submitted herewith, is \$ 7,500.00.

\$ 30,000.00 - \$ 22,500.00 )  
 (A) (C)

Cards & Stuff, Inc.  
 (Name of Debtor)

✓ By: Elaine M. Harris Pres. (SEAL)

Date: Oct. 31, 1988

## STATE OF MARYLAND

Anne Arundel County

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 275421

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ 12,000.00If this statement is to be recorded in land records check here ☐This financing statement Dated ~~8/20/88~~ 11/9/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name CHARLES V. LEWIS, JR.Address 244 ARMSTRONG AVENUE, PASADENA, MD 21122

## 2. SECURED PARTY

Name ELKRIDGE NATIONAL BANKAddress 7290 MONTGOMERY ROAD, ELKRIDGE, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 1/09/89

4. This financing statement covers the following types (or items) of property: (list)

1982 FORD MODEL 555 LOADER/BACKHOE - SERIAL NO. C14457

RECORD FEE 1.10  
RECORD TAX 84.00  
POSTAGE .50  
11243910 C040 R04 109418  
11/23/88

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

CHARLES V. LEWIS, JR.

BY: Charles V. Lewis Jr.

(Signature of Debtor)

CHARLES V. LEWIS, JR., PROPRIETOR

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ELKRIDGE NATIONAL BANK

Charles E. Weller

(Signature of Secured Party)

Charles E. Weller, President

Type or Print Above Signature on Above Line

11.00  
84.00  
.50  
95.50

275125

534 534

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

Anne Arundel  
3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Lessee:

KFC National Management Company  
7250 Parkway Drive  
Hanover, MD 21076

296035

2. Creditor(s) Party(ies) and address(es)

Lessor:

Information Processing Systems, Inc.  
433 Hackensack Avenue  
Hackensack, NJ 07601For Filing Officer (Date, Time, Number,  
and Filing Office)

RECORD FEE 11.00

#244030 0040 004 109147

11/25/88

4

4. This financing statement covers the following types (or items) of property:

This is being filed as evidence of a true lease between Lessee and  
Lessor listed above. Sch. 3 dated 8/10/88.

1x 262 Telex Printer Terminal S/N = 513946

Five Year Lease - Not Subject to Recordation Tax

11.00

5. Assignee(s) of Secured Party and  
Address(es)Midlantic National Bank  
2 Broad Street  
Bloomfield, NJ 07003This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)☐ already subject to a security interest in another jurisdiction when it was brought into this state.☐ which is proceeds of the original collateral described above in which a security interest was perfected.Check ☒ if covered ☒ Proceeds of Collateral are also covered ☐ Products of Collateral are also covered. No. of additional Sheets presented

Filed with:

Clerk of Circuit Court -  
Anne Arundel County

KFC National Management Company

Information Processing Systems, Inc.

By: Monte G. JonesSignature of ~~xxxxxx~~ Lessee

Monte G. Jones, VP

(1) Filing Officer Copy - Alphabetical

By: John RuckerSignature(s) of ~~xxxxxx~~ Lessor

John Rucker, Contract Administrator

11 - STANDARD FORM - FORM UCC-1.



UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259446RECORDED IN LIBER 492 FOLIO 222 ON December 2, 1985 (DATE)

## 1. DEBTOR

Name Nippes, J. TimothyAddress 73 Maryland Avenue, Annapolis, MD 26401

## 2. SECURED PARTY

Name The CIT Group/Equipment Financing, Inc.Address 2323 North Mayfair Road, Wauwatosa, WI 53226

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENTA. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:C. Assignment ☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:D. Other: ☒ XX  
(Indicate whether amendment, termination, etc.)

Termination

Collateral terminated:  
One (1) Koehring Bomag Model BW170D Vibratory Roller  
S/N 88736RECORD FEE 10.00  
#244050 0040 004 109:53  
11/25/88

CK

Dated 11/3/88George Kruter  
(Signature of Secured Party)The CIT Group/Equipment Financing, Inc.  
Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 534 PAGE 536

FINANCING STATEMENT FORM UCC-1

Identifying File No. 875126

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gertz, Allen H.  
Address CROWN'S VILLE, MD

2. SECURED PARTY

Name Cambridge Tractor Company  
Address Cambridge, MD 21613

Agricredit Acceptance Corp. P. O. Box 10357  
Des Moines, Iowa 50306

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1- used MF-2745 TRACTOR  
S/N 92008040

RECORD FEE 11.00  
POSTAGE .50  
#244060 C040 R04 T09:55  
11/25/88

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☐ (Proceeds of collateral are also covered) SAW ANNE ARUNDEL
- ☐ (Products of collateral are also covered) 40-19052

Allen H. Gertz  
(Signature of Debtor)

ALLEN H. GERTZ  
Type or Print Above Name on Above Line

O  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Allen Fitzhugh  
(Signature of Secured Party)

Cambridge Tractor Co  
Type or Print Above Signature on Above Line

275127

BOOK 534 PAGE 537

## FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at \_\_\_\_\_
2. ☐ To Be Recorded among the Financing Statement Records at \_\_\_\_\_
3. ☒ Not subject to Recordation Tax
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s)

Address(es)

Willow Enterprises, Inc -325 Roesler Rd, Glen Burnie, Md 21061

6. Secured Party  
Willow Enterprises, Inc

Address 325 Roesler Rd, Glen Burnie, Md  
21061

Attention Louis Wilner

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Willow Enterprises, Inc (Seal)

Secured Party

Larry Wilner - Pres (Seal)

Willow Enterprises, Inc (Seal)

Larry Wilner (Seal)

Type name and title

Louis Wilner - Sec Treas  
Assignee - Firestone Financial Corp  
38 Glen Ave, Newton Center, Mass  
02159

207-95 REV 7/83

RECORD FEE 11.00  
POSTAGE .50

#244070 0040 R04 109:56  
11/25/88

11.50

SCHEDULE A

This Schedule A is attached to and made a part of a

Installment contract dated Nov 15, 1988 Between Willow Enterprises, Inc

buyer, and Willow Enterprises, Inc ( Seller)

4 Ardac Dixie Narco Can Vendors-1239-1248-1276-1285

5 SNK P.O.W. Video 3324-3348-3453-3353 -3429

5 Williams Taxi Pin Ball- 161282-161287-161285-161293-161285

5 Taito H.Q..Chase- 198325-198342-198356-198367 -198336

4 Williams Gold Mine Shuffle- 46082-46085-46199-46184

BOOK 534 PAGE 539

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

LIBER NO. 399  
XXXXX

Page No. 173

Identification No. 223469

Dated March 9, 1979

1. Debtor(s) { Milton's Liquors, Inc.  
Name or Names—Print or Type  
2444 Solomons Island Road - Annapolis, MD 21401  
Address—Street No., City - County State Zip Code
2. Secured Party { The Equipment Leasing Co.  
Name or Names—Print or Type  
Ruxton Towers Box 307 Riderwood Maryland 21139  
Address—Street No., City - County State Zip Code
3. Maturity Date (if any) \_\_\_\_\_
4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  TERMINATION</p>

RECORD FEE 10.00  
POSTAGE .50  
#24-000 00-10 R04 T09:57  
OK 11/25/88

10.50

REC'D NOV 14 1988

Dated: November 11, 1988

The Equipment Leasing Co.

Name of Secured Party

Signature of Secured Party

G. Arnold Kaufman, Vice Pres.

Type or Print (Include Title if Company)



275-128

BOOK 534 PAGE 540

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3. <input type="checkbox"/> The Debtor is a transmitting utility		
1. Debtor(s) (Last Name First) and Address(es) ALEXANDER PETER D. ALEXANDER SUSANNE L. SEVERN MHP, LOT 49 SEVERN MD 21144	2. Secured Party(ies) Name(s) and Address(es) KONA MH BROKERS & ASSOC., INC. P.O. BOX 540 HANOVER, MD 21076		4. For Filing Officer: Date, Time, No. Filing Office RECORD FEE 12.00 POSTAGE .50 #244170 0040 R04 T10:19 11/25/88		
5. This Financing Statement covers the following types (or items) of property 1981 LIBERTY OAKBROOK 14 X 56 SERIAL # 08-L-17886 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT <input checked="" type="checkbox"/> Products of the Collateral are also covered			6. Assignee(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBRIIDGE, VA 22194 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The timber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8)		
8. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records		9. Name of a Record Owner			
No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State			11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)		
By _____ ALEXANDER PETER D. ALEXANDER SUSANNE L. Signature(s) of Debtor(s)		By _____ KONA MH BROKERS & ASSOC., INC. Signature(s) of Secured Party(ies) (Required only if Item 10 is checked)			
(1) Filing Officer Copy - No. 170					
(3/83) STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania					

275-123

BOOK 534 PAGE 541

☐ TO BE  
☐ NOT TO BE

RECORDED IN  
 LAND RECORDS

☒ SUBJECT TO

☒ NOT SUBJECT TO

RECORDING TAX  
 ON PRINCIPAL  
 AMOUNT OF

\$ \_\_\_\_\_

### FINANCING STATEMENT

~~XXXXXXXX~~ Listman, CHARLES K.

Name or Names—Print or Type

701 C Street Pasadena Ann Arundel Md. 21122  
 Address—Street No., City - County State Zip Code

1. Debtor(s):

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

The Lincoln Electric Co.

2. Secured Party:

Name or Names—Print or Type

22801 ST. CLAIR AVE., CLEVELAND, OH 44117

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).  
 LINCOLN WELDING MACHINE, type K-1305-3K, mounted  
 ARC WELDING EQPT. on 6325 undercarriage. Serial A-1129766

### CONDITIONAL SALES CONTRACT EXEMPT FROM RECORDATION TAX

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

RECORD FEE 11.00  
 #244180 6040 R04 T10:21  
 11/25/88

6. Proceeds of collateral ☐ are ☐ are not covered.

7. Products of collateral ☐ are ☐ are not covered.

DEBTOR(S):

SECURED PARTY:

Charles K. Listman  
 (Signature of Debtor)

CHARLES ~~XX~~ K. Listman  
 Type or Print

(Signature of Debtor)

Type or Print

THE LINCOLN ELECTRIC CO.

(Company, if applicable)

Michael J. O'Connor, CREDIT MGR.  
 (Signature of Secured Party)

MICHAEL J. O'CONNOR, CREDIT MGR  
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address THE LINCOLN ~~XXXX~~ ELECTRIC CO., 22801 ST. CLAIR ~~X~~ AVE, CLEVELAND, OH

Lucas Bros. Form F-1

11

## STATE OF MARYLAND

BOOK 334 PAGE 542

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 275-130

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3000

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 11/14/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR Lessee:

Name

B &amp; B Landscaping

Address

27 Brick Church Rd. Edgewater, MD 21037

## 2. SECURED PARTY Lessor:

Name

Telmark Inc.

Address

PO. Box 4943, Syracuse, NY 13321

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any)

## 4. This financing statement covers the following types (or items) of property: (list)

- 1 New Hyster Hi LIFT  
BAL VAL  
S/N 58 72614

Name and address of Assignee

RECORD FEE 11.00  
RECORD TAX 21.00  
POSTAGE .50  
#244260 C040 R04 T10:23  
11/25/88

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)Pickup +  
Signature of Debtor Lessee

Ronald J. Bussard Jr.

Type or Print Above Name on Above Line

Pickup +  
Signature of Debtor Lessee

Ronald J. Bussard

Type or Print Above Signature on Above Line

Signature of Secured Party Lessor

(Signature of Secured Party) Lessor

Linda Wiggins

Type or Print Above Signature on Above Line

17- 21- 00

275-131

534 543

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Georgia L. Brown  
Keith M. Brown

Mailing Address

1832 Village Square Court  
Severn, MD 21144

SECURED PARTY (Dealer)

James H. Hunt and Audrey Hunt  
7401 S. Fargrove Court  
North Hanover, Maryland 21076

ASSIGNEE (Bank)

THE BANK OF BALTIMORE  
(Assignee)

Address: P.O. Box 896  
Baltimore, Maryland 21203

1. This financing statement covers the following types (or items) of property (the collateral).  
1977 Homette 3 Bedroom 70' x 14' 0310-06681
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to Assignee named above at the address stated.

DEBTOR:

SECURED PARTY:

Georgia L. Brown  
Keith M. Brown

BY: Bary Mock

RECORD FEE 12.00  
POSTAGE .50  
#244210 0040 R04 F10124  
11/25/00

**Note:** The Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and James H. Hunt and Audrey Hunt which has been assigned to The Bank of Baltimore.

1250

BOOK 534 544

File No. 275132

**MARYLAND FINANCING STATEMENT**  
(all information must be typewritten or printed in ink)

1. (Not to Be) (To Be) Recorded in the Land Records  
(strike inapplicable words)

2. ☐ Not subject to Recordation Tax  
☐ Subject to Recordation Tax; Principal Amount is \$.....

<p>3. Name and address of debtor(s) Murick Supply, Inc. d/b/a J &amp; G Products 2134 Espey Court, Suite 4 Crofton, MD 21114</p>	<p>4. Name and address of secured party Comprehensive Leasing Services, Inc. PO Box 1288 Cockeysville, Maryland 21030</p>
--	---

5. Name of assignee of secured party: Harbor Federal Savings Bank

Address: 3200 Eastern Avenue  
Baltimore, Maryland 21224

6. This financing statement covers the following types (or items) of property:

- 1- Yale 4000 lb reach truck Model NR040AANM36SE089
- 1- Clark Electric Pallet Jack Model HWP400 Type E S/N: HWP465512982
- 1- 20 ft. Container Trailer

RECORD FEE 12.00

POSTAGE .50

4415590 0717 801 TOP109

11/25/88

CHECK ☒ AND COMPLETE THE FOLLOWING IF APPLICABLE

☐ (If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" in "1", above, and complete the next sentence.) The above described goods are affixed or are to be affixed to: (describe real estate)

Proceeds of collateral are also covered..

Debtor(s) Murick Supply, Inc. d/b/a  
J & G Products

By [Signature] Title J.P.

Secured Party Comprehensive Leasing Services, Inc.

By [Signature]

(On above line, type or print name(s) of person(s) signing)

Robert C. Russells  
(On above line, type or print name of person signing)

1200



## STATE OF MARYLAND

500X 534 545

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 75133

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Westinghouse Electric Corporation

Address Winterson &amp; Nursery Road, Linthicum, MD 21090

## 2. SECURED PARTY

Name United States Leasing Corporation ATTN: MS 51/099/DOL

Address 733 Front Street, San Francisco, CA 94111

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any)

## 4. This financing statement covers the following types (or items) of property: (list)

L# 01-40677-004

S# 088102

Lease Dated 9/7/88

General Computer

with all accessions and attachments thereto and all replacements and substitutions thereof for said equipment in whole or in part.

RECORD FEE 11.00

.50

#412150 C777 R01 T09152

11/25/88

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered) but without power of sale.☐ (Products of collateral are also covered)X  
(Signature of Debtor)Westinghouse Electric Corporation  
Type or Print Above Name on Above Line

L.E. Flaig

(Signature of Debtor)

L.E. FLAIG

Type or Print Above Signature on Above Line

[Signature]

(Signature of Secured Party)

United States Leasing Corporation  
Type or Print Above Signature on Above Line

A. A. Co.

1332.50

534 546

275434

# FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) BTC, Inc. T/A Barcelona Trading Company 326 First Street Suite 21 Annapolis, MD 21403	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <u>Renée Vick - T0609</u>
Return to Secured Party	

3. This Financing Statement covers the following types (or items) of property:

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

☒ A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of \_\_\_\_\_ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

☒ B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

☒ C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

☐ D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

☐ E. Other.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~(is)~~ (is not) exempt from the recordation tax. (Md.)

Principal amount of debt initially incurred is: \$400,000.00

\* Equipment valued at \$50,000, and subject to tax on that amount only.

DEBTOR:

BTC, Inc. T/A  
Barcelona Trading Company  
(Type Name)

By: Jon E. Phillips, Pres  
(Type Name)

By: \_\_\_\_\_

SECURED PARTY:

SIGNET BANK/MARYLAND

By: Laurence S. Mitchell, V.P.  
(Type Name)

(Type Name)

(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.

RECORD FEE 12.00

RECORD TAX 350.00

.50

4418770 0777 201 TOP433

11/25/98

d

125

350

50

Anne Arundel County  
UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Book 513 Page No. 116  
Identification No. 267922 Dated 6/9/87

1. Debtor(s) { Oscar R. Rommel, t/a Denny's Restaurant  
Name or Names--Print or Type  
6621 Ritchie Highway, Glen Burnie, AA Co., Md. 21061  
Address--Street No., City - County State Zip Code
2. Secured Party { Atlantic Equipment Company  
Name or Names--Print or Type  
4511 Harford Road., Baltimore, Maryland 21214  
Address--Street No., City - County State Zip Code
3. Maturity Date (if any) N/A
4. Check Applicable Statement:

<p><input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input type="checkbox"/> D. Other: Termination (Indicate whether amendment, termination, etc.) Contract C74964 PAID IN FULL</p>

RECORD FEE 10.00  
POSTAGE .50  
#418740 C777 R01 T09135  
CK 11/25/88

Dated: November 7, 1988 Atlantic Equipment Company  
Name of Secured Party  
Allan Greenberg  
Signature of Secured Party  
Allan Greenberg, Exec. V. P.  
Type or Print (Include Title if Company)

15.00

BOOK 531 PAGE 548

Anne Arundel County  
UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Book 520

Page No. 79

Identification No. 270610

Dated 11/16/87

1. Debtor(s) { Snyder's Willow Grove  
Name or Names--Print or Type  
841 No. Hammonds Ferry Rd., Linthicum, AA Co., Md. 21090  
Address--Street No., City - County State Zip Code

2. Secured Party { Atlantic Equipment Company  
Name or Names--Print or Type  
4511 Harford Rd., Baltimore, Maryland 21214  
Address--Street No., City - County State Zip Code

3. Maturity Date (if any) N/A

4. Check Applicable Statement:

<p>A. Continuation .....[ ] The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release .....[ ] From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment .....[ ] The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination .....[ ] (Indicate whether amendment, termination, etc.) Contract #2151-87-CE PAID IN FULL</p>

RECORD FEE 10.00

POSTAGE .50

H416900 C717 R01 109136

CK 11/25/88

Dated: November 7, 1988

Atlantic Equipment Company  
Name of Secured Party

Allan Greenberg  
Signature of Secured Party

Allan Greenberg, Exec. V. P.  
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

105.00

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 275-135

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax  
indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded  
in land records check here ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

## 1. DEBTOR

Name Lands End, Inc.

Address 34 Defense Street Annapolis, MD 21401  
Plus any and all other locations

## 2. SECURED PARTY

Name ITT COMMERCIAL FINANCE CORP.

Address P.O. BOX 489

COLUMBIA, MD 21045

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

ALL INVENTORY, ACCOUNTS, CONTRACT RIGHTS, CHATTEL PAPER, INSTRUMENTS, DOCUMENTS OF TITLE, DEPOSIT  
ACCOUNTS AND GENERAL INTANGIBLES, WHETHER NOW OWNED OR HEREAFTER ACQUIRED AND ALL ATTACHMENTS,  
ACCESSORIES, ACCESSIONS, SUBSTITUTIONS AND REPLACEMENTS THERETO, AND ALL PROCEEDS THEREOF. ALL AC-  
COUNTS, CONTRACT RIGHTS, CHATTEL PAPER, INSTRUMENTS, RESERVES AND GENERAL INTANGIBLES, OWNED BY  
OR DUE DEBTOR, NOW OR IN THE FUTURE, HOWEVER THEY MAY BE DUE DEBTOR, AND WHEREVER LOCATED, AND  
ALL PROCEEDS AND PRODUCTS THEREOF. ALL REBATES, DISCOUNTS, CREDITS AND INCENTIVE PAYMENTS, NOW OR  
HEREAFTER DUE DEBTOR RELATING TO ANY INVENTORY AND ALL PROCEEDS THEREOF.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed  
to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Lands End, Inc.

Charles F. Wheatley, III (Signature of Debtor)

Charles F. Wheatley, III  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ITT COMMERCIAL FINANCE CORP.

Paul J. Holtz (Signature of Secured Party)

PAUL J. HOLTZ  
Type or Print Above Signature on Above Line



## FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. 275436

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name VIDEO INVASION - CROSBY, JAMES W  
Address P.O. BOX #429, 1047 PINDELL RD. LOTHIAN, MARYLAND 20711

## 2. SECURED PARTY

Name STATE SALES & SERVICE CORPORATION  
Address 3431-A BENSON AVENUE, BALTIMORE, MARYLAND 21227

Return To: P.O. Box 429, Baltimore, MD 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1-CONTINENTAL CIRCUIT U/R	TAITO	#8460
1-MAIN EVENT 4-PLYR. U/R	KONAMI	10374
1-CABALKIT	FABTEK	

RECORD FEE 12.00

POSTAGE .50

#439110 CITY BOX 110416

11/25/89

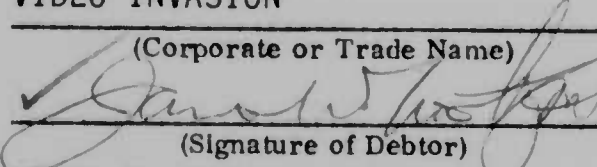
CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☒ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)

VIDEO INVASION

(Corporate or Trade Name)

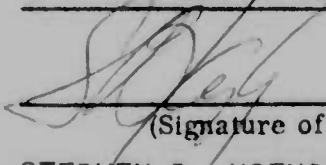
  
 JAMES W. CROSBY, OWNER

Type or Print Signature

(Signature of Debtor)

Type or Print Signature

STATE SALES &amp; SERVICE CORPORATION

  
 (Signature of Secured Party)
STEPHEN B. KOENIGSBERG, PRESIDENT  
Type or Print Above Signature on Above Line

12.30

## STATE OF MARYLAND

BOOK 534 PAGE 551

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 250386  
RECORDED IN Book Page  
LIBER 469 FOLIO 203 ON Jan. 10, 1984 (DATE)

## 1. DEBTOR

Name J.R. McCrone, Jr., Inc.Address 20 Ridgely Avenue; Annapolis, Maryland 21404

## 2. SECURED PARTY

Name Avco Financial Services Leasing CompanyAddress 620 Newport Center Drive; Newport Beach, CA 92660Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

RECORD FEE 10.00

POSTAGE CK .50

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒  
(Indicate whether amendment, termination, etc.)  
Termination

Dated October 31, 1988

K. Kelle Controller  
(Signature of Secured Party)  
Avco Financial Services Leasing Company  
Type or Print Above Name on Above Line

## STATE OF MARYLAND

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 275437

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ ~~XXXXXXXX~~If this statement is to be recorded in land records check here. ☐This financing statement Dated 11/15/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Anne Arundel County

Name Thomas L. Martin individually and d/b/a StairweldAddress 530 Old Mill Rd. Millersville, MD 21608

## 2. SECURED PARTY

Name ITT Commercial Finance Corp.Address 1305 U.S. Hwy 19 S. Suite 101Clearwater, FL 34624

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any)

## 4. This financing statement covers the following types (or items) of property: (list)

One (1) Manitex Model 1161 Boom Crane mounted  
on One (1) 1988 Ford Model F800 Truck

Name and address of Assignee

<sup>44</sup>Together with all parts, accessories, attachments, substitutions, repairs, improvements or replacements and any and all rights thereunder and proceeds and products thereof including insurance proceeds.<sup>44</sup>

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Thomas L. Martin  
(Signature of Debtor)  
Thomas L. Martin individually and d/b/a  
Stairweld

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Debbie Martin  
(Signature of Secured Party)

ITT Commercial Finance Corp.

Type or Print Above Signature on Above Line

12 455.50

## STATE OF MARYLAND

500 534 553

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273767Book Page  
RECORDED IN LIBER 529 FOLIO 389 ON 7/14/88 (DATE)

## 1. DEBTOR

Name Arundel Crane Service CorporationAddress 113 Holsum Way, Glen Burnie, MD 21061

## 2. SECURED PARTY

Name Atlantic Industrial Credit CorporationAddress 8767 Satyr Hill Road, Baltimore, MD 21234

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENTA. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:D. Other: ☐  
(Indicate whether amendment, termination, etc.)Bell Savings Bank  
9 South 69th Street  
Upper Darby, PA 19082

Atlantic Industrial Credit Corp.

Dated November 17, 1988

(Signature of Secured Party)

Robert E. Polack, President

Type or Print Above Name on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 625438

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name West Line Incorporated

Address 1708 Severn Road  
Severn, MD 21144

2. SECURED PARTY

Name Tennant Company

Address 701 n. Lilac Dr. P.O. Box 1452  
Minneapolis, MN 55460

(Anne Arundel)

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One (1) Tennant Model 365 Gas Power Sweeper S/N 5534  
13232 Nylon Brush  
53145 Rotating Light (Amber)  
13029 Vacuum Wand

RECORD FEE 11.00

RECORD TAX 91.00

POSTAGE .50

MARYLAND C777 R01 111404

11/25/83

Amount Financed \$12,967.00

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

West Line Incorporated  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Tennant Company

Type or Print Above Signature on Above Line

11.00  
91.50



\*\*\*Please supply folio number, liber number and file number.

Anne Arundel County

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275139

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated November 16, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jordan, Wayne C. t/a Ramsey Music Co.  
Address 161 West Street Annapolis, MD 21401

2. SECURED PARTY

Name Transamerica Commercial Finance Corporation  
Address 5740 Executive Drive P.O. Box 3296  
Baltimore, MD 21228

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossession; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; all equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

NOT SUBJECT TO RECORDATION TAX

- ☒ (Proceeds of collateral are also covered)  
☒ (Products of collateral are also covered)

Wayne C. Jordan  
(Signature of Debtor)

WAYNE C. JORDAN, OWNER  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Paul J. Wohkittel  
(Signature of Secured Party)

PAUL J. WOHKITTEL, BRANCH MGR.  
Type or Print Above Signature on Above Line

STATE OF MARYLAND BOOK 534 PAGE 556

FINANCING STATEMENT FORM UCC-1

Identifying File No. #5085

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 275-110

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name E. Libby Ramsbottom  
T/A Title Management Group  
Address 124 Cathedral St., 2nd Floor, Annapolis, MD. 21401

2. SECURED PARTY

Name National Surety Leasing, Inc.  
Address 6925-P Oakland Mills Rd., Columbia, MD. 21045

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) December, 1991

4. This financing statement covers the following types (or items) of property: (list)

One (1) Bell-Fax Line Facsimile Machine  
Serial Number IG70372-A

Name and address of Assignee

"CONDITIONAL SALES CONTRACT"

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

E. Libby Ramsbottom T/A Title Management Group

(Signature of Debtor)

E. Libby Ramsbottom/Owner  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL SURETY LEASING, INC.

(Signature of Secured Party)

Carole R. Hardesty/President  
Type or Print Above Signature on Above Line

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐This financing statement Dated October 27, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Catherine V. ThomasAddress Lyon's Creek Estates #139, Lothian, Maryland 20711

## 2. SECURED PARTY

Name First Manufactured Housing Credit Corp.Address P.O. Box 190Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 1995, October 27

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

First Manufactured Housing Credit Corp. P.O. Box 190  
Glen Burnie, M.d. 21061

Used Mobile Home together with all appliances, equipment, accessories and parts thereon and therefore all proceeds, replacements or additions therefore, and all substitutions, as more fully described in the Manufactured Home Retail Installment Agreement between debtor and the secured party.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)Catherine V. Thomas

(Signature of Debtor)

Catherine V. Thomas

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

James G. Ford

(Signature of Secured Party)

First Manufactured Housing Credit Corp.

Type or Print Above Signature on Above Line

534-558 . .

# not used

11-25-88

\_\_\_\_ TO BE  
\_\_\_\_ NOT TO BE

RECORDED IN  
LAND RECORDS

\_\_\_\_ SUBJECT TO  
\_\_\_\_ NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ \_\_\_\_\_

BOOK 534 PAGE 559

FINANCING STATEMENT 275412

HOPKINS & WAYSON, INC.

Name or Names - Print or Type

1360 MARLBORO ROAD-LOTHIAN, ANNE ARUNDEL-MARYLAND 20711

Address - Street No., City - County State Zip Code

1. DEBTOR (S):

Name or Names Print or Type

Address - Street No., City - County State Zip Code

JOHN DEERE LEASING COMPANY

Name or Names - Print or Type

2. SECURED PARTY:

Address - Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe & Attach separate list if necessary).

- (1) New John Deere Model 892D-LC Excavator w/31" Triple Grousers, Long Stick, 48" HD Bucket w/Rock Tips & Vandal Protection, S/N L005424

\*\*\*\*THE ABOVE DESCRIBED PROPERTY IS OWNED BY THE SECURED PARTY AND/OR ITS ASSIGNEE AND IS LEASED TO THE DEBTOR. THIS STATEMENT IS FILED TO GIVE NOTICE OF SECOND PARTIES AND ASSIGNEE

4. If above described personal property is to be affixed to real property, describe real property.

N/A

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral XXX are, \_\_\_\_\_ are not covered.

7. Products of collateral \_\_\_\_\_ are, XXX are not covered.

RECORD FEE 11.00

POSTAGE .50

4417640/0777 R01 11/14/88

11/25/88

DEBTOR (S):

SECURED PARTY:

Signature of Debtor

TITLE: 11/14/88

HOPKINS & WAYSON

Type or Print

JOHN DEERE LEASING COMPANY

Company, if applicable

Signature of Debtor

Signature of Secured Party

Type or Print

Type or Print (include title if Co.)

To the Filing Office: After this settlement has been recorded please mail the same to:

Name & Address JOHN DEERE LEASING COMPANY

11/88

Medallion  
PO Box 3380  
Manassas, Va. 20110



275443

BOOK

534

PAGE 560

Maryland Financing Statement		File No.
All information must be typewritten or printed in ink.		
(Not to Be) <del>XXXX</del> Recorded in the Land Records.* <small>strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es) Transfinancial Leasing Corp. 407 Crain Highway Glen Burnie, Anne Arundel, MD 21061	Secured Party Name and Address The CIT Group/Equipment Financing, Inc. 1180 West Swedesford Road Berwyn, PA 19312	
Assignee of Secured Party <del>XXXXXXXXXXXXXXXXXXXXXXXXXXXX</del>	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax. <b>Inventory Financing</b>	
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. One (1) Aquablast Unit S/N 86.01661.0210, Two (2) Rotorjets, Ten (10) O Rings, Two (2) 2.1 Nozzles, One (1) Aquablast, Two (2) 1.4 Nozzles, Two (2) 2.2 Nozzles, Four (4) 1.1 Nozzles, One (1) Rotojet, One (1) Adapter, Four (4) 1.3 Nozzles, Four (4) Nozzles, One (1) Aquablast Assembled with one (1) Swivel Connector S/N 86.01661.0223. All of the above complete with all realted parts, attachments and accessories.		
Proceeds of collateral are also covered.		
* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)     If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to The CIT Group/Equipment Financing, Inc. at its address above.		
Debtor(s) <u>Transfinancial Leasing Corp.</u> By <u>Frank Santo</u> Title <u>Pres</u> <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> <u>FRANK SANTO</u> Type or print name(s) of person(s) signing	Secured Party <u>The CIT Group/Equipment Financing, Inc.</u> By <u>Frank R. Souder agent</u> <u>FRANKLIN R. SOUDER</u> Type or print name of person signing	
5-SA-989E		

RECORD FEE  
POSTAGE

11.00

.50

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11/25/88

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PART 2 - COURT CLERK

STATE OF MARYLAND

BOOK 534 PAGE 561

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272866

RECORDED IN LIBER 527 FOLIO 65 ON 5/17/88 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste 200B, 407 Crain Hwy., Glen Burnie, MD 21061

TFL #42170-00002

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association  
Address 7711 Quarterfield Road, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: termination ☒  
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00  
POSTAGE .50  
#015920 0777 R01 111416  
11/25/88  
CK

Dated November 10, 1988

Irvington Federal Savings & Loan Association  
Susan L. Thompson  
(Signature of Secured Party)  
Susan L. Thompson - Vice President  
Type or Print Above Name on Above Line

FILED WITH ANNE ARUNDEL COUNTY

16.8

Hu-1

A. A. Co.

275444

531 562

# FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es)  Larkin Electric Co., Inc. 1021 Dorsey Road Glen Burnie, Maryland 21061	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203  Attn: <u>Renée Vick - TC609</u>  <u>Return to Secured Party</u>
--	--

3. This Financing Statement covers the following types (or items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

☐ A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of \_\_\_\_\_ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

☐ B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

☐ C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

☐ D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

☒ E. Other.

Melroe Model 743 Bobcat Loader S/N 501940290  
Melroe 6561138 909 Backhoe S/N 113804670

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~(is)~~ (is not) exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$ 20,795.00

RECORD FEE 11.00

147.00

POSTAGE .50

4420090 0777 R01 711428

11/25/88

DEBTOR:

SECURED PARTY:

SIGNET BANK/MARYLAND

Larkin Electric Co., Inc.  
(Type Name)

By:

By: Jeffrey D. Larkin, President

Paul R. Lenhart, Vice President  
(Type Name)

By: \_\_\_\_\_

11-22

1988

(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.

11-147

50

275-115

534 563

## STATE OF MARYLAND

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
don't indicate amount of taxable debt here. \$ \_\_\_\_\_If this statement is to be recorded  
in land records check here. ☐This financing statement Dated 11-16-88 is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

## 1. DEBTOR

Robert Wentz T/A

Name Bowen and Wentz ExcavatingAddress 1417 Bay Head Road, Annapolis, Maryland 21401

## 2. SECURED PARTY

Name Baldwin Service Center, Inc.Address 41 Defense HighwayAnnapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

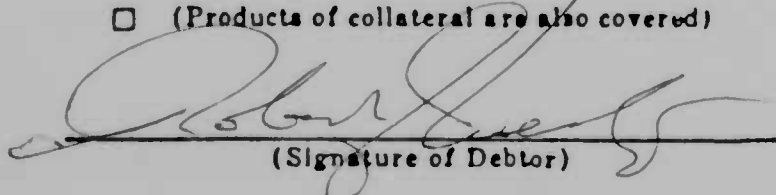
One (1) Dresser Model TD8-E S/N 5086 Diesel  
Crawler Bulldozer with 6 way Hydraulic Balde  
and ROPS Canapy

RECORD FEE 12.00

POSTAGE .50

4020100 777 R01 T11428

11/25/88

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)  
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

  
(Signature of Secured Party)

F. Gregory Baldwin, Pres.

Type or Print Above Signature on Above Line

12.80

BOOK 534 PAGE 564

**UNIFORM COMMERCIAL CODE**  
**STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3**

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 267674RECORDED IN LIBER 512 FOLIO 370 ON 5/20/87 (DATE)**1. DEBTOR**Name Baltimore Therapeutic Equipment CompanyAddress 7455-L New Ridge Road, Hanover, Anne Arundel Co., Md. 21076**2. SECURED PARTY**Name Mercantile Safe Deposit & Trust Co.Address 2 Hopkins Plaza Baltimore, Maryland 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

**3. Maturity date of obligation (If any)** \_\_\_\_\_CHECK ☒ FORM OF STATEMENT

**A. Continuation** ☐  
 The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

**B. Partial Release** ☐ **TERMINATION** ☒ **XXXX**  
 From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

**C. Assignment** ☐  
 The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

**D. Other:** ☐  
 (Indicate whether amendment, termination, etc.)

RECORD FEE 10.00  
 POSTAGE .50  
 4420110 CTT R01 111450  
 3/25/88

Dated

November 18, 1988

Frank K. Turner, Jr. (KLD)  
 (Signature of Secured Party)

FRANK K. TURNER, JR. ASST. VICE PRESIDENT

Type or Print Above Name on Above Line

RETURN TO: MERCANTILE SAFE DEPOSIT & TRUST CO.  
 2 HOPKINS PLAZA, COMMERCIAL LOAN DEPT.  
 5TH FLOOR  
 BALTIMORE, MARYLAND 21201  
 ATTN: ESTHER DALTON

115.00



275446

BOOK 534

PAGE 565

Maryland Financing Statement		File No.
All information must be typewritten or printed in ink.		
(Not to Be) <del>XXXX</del> Recorded in the Land Records.* <small>strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es) Transfinancial Leasing Corp. 407 Crain Highway Glen Burnie, Anne Arundel, MD 21061	Secured Party Name and Address The CIT Group/Equipment Financing, Inc. 1100 West Swedesford Road Berwyn, PA 19312	
Assignee of Secured Party <del>THE CIT GROUP/EQUIPMENT FINANCING, INC.</del>	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax. <b>Inventory Financing</b>	
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc.  One (1) NLB Liquid Water Blaster Model 10250D, S/N 785280 complete with all related parts, attachments and accessories.		
Proceeds of collateral are also covered.		
* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)    If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to The CIT Group/Equipment Financing, Inc. at its address above.		
Debtor(s) <u>Transfinancial Leasing Corp.</u>	Secured Party <u>The CIT Group/Equipment Financing, Inc.</u>	
By <u>Frank Santo</u> Title <u>Asst</u> <small>If corporation, sign by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>	By <u>Franklin R. Soudry</u> <u>agent</u>	
<u>Frank Santo</u> Type or print name(s) of person(s) signing	<u>FRANKLIN R. SOUDRY</u> Type or print name of person signing	
5-SA-989E		

11.50

PART 2 - COURT CLERK

STATE OF MARYLAND

534 566

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273568

RECORDED IN LIBER 529 FOLIO 93 ON 7/1/88 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste 200B, 407 Crain Hwy., Glen Burnie, MD 21061

TFL 42170-00001

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association

Address 7711 Quarterfield Road, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: termination ☒  
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00  
POSTAGE .50  
4430157 CK 11/25/88

Dated November 10, 1988

Irvington Federal Savings & Loan Association

(Signature of Secured Party)

Susan L. Thompson - Vice President

Type or Print Above Name on Above Line

FILED WITH ANNE ARUNDEL COUNTY

HUSA-1

STATE OF MARYLAND

534 567

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271058

RECORDED IN LIBER 521 FOLIO 327 ON 12/28/87 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association  
Address 7711 Quarterfield Road, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00  
POSTAGE .50  
#120140 0717 R01 711:32  
CK 11/25/89

Dated November 10, 1988

Irvington Federal Savings & Loan Association

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson - Vice President  
Type or Print Above Name on Above Line

FILED WITH ANNE ARUNDEL COUNTY

1580

15-1

## STATE OF MARYLAND

BOOK 534 PAGE 568

## UNIFORM COMMERCIAL CODE

## STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272199RECORDED IN LIBER 524 FOLIO 585 ON 3/28/88 (DATE)

## 1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste 200B, 407 Crain Hwy., Glen Burnie, MD 21061

## 2. SECURED PARTY

Name Irvington Federal Savings & Loan Association  
Address 7711 Quarterfield Road, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: termination ☒  
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00  
POSTAGE .50  
4/28/88 277 H01 711433  
CK 11/25/89

Dated November 10, 1988

Irvington Federal Savings &amp; Loan Association

Susan L. Thompson  
(Signature of Secured Party)Susan L. Thompson - Vice President  
Type or Print Above Name on Above Line

FILED WITH ANNE ARUNDEL COUNTY

534 569

275417

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 33,552.

If this statement is to be recorded in land records check here. ☐

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Shorrock Electronic Systems, Inc.

Address 7255 Standard Drive, Hanover MD 21076

2. SECURED PARTY

Name General Electric Capital Corp.

Address 101 East Ridge Drive Suite 301 Danbury, Ct. 06810

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTCHED PURCHASE AGREEMENT

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

By Rm. Briscoe  
(Signature of Debtor)

R.M. BRISCOE  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

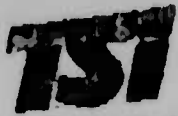
\_\_\_\_\_  
Type or Print Above Signature on Above Line

Tony Riccobono 81-2707  
(Signature of Secured Party)

TONY RICCOBONO  
Type or Print Above Signature on Above Line

11.00  
238.00  
+50





A Division of TIE/communications, Inc.

Date 10/24/88Customer No. 3150950Agreement No. 88277**PURCHASE AGREEMENT**

By and Between

TSI \_\_\_\_\_ and Shorrock Electronic Systems, Inc.  
Customer Name  
7255 Standard Drive  
Street Address  
Hanover, MD 21076  
City State Zip Code

TSI Inc. agrees to sell and Customer agrees to purchase from TSI the equipment listed in Schedule 1, in accordance with the following conditions:

SCHEDULE 1		Equipment Itemization
One TIE Ultracom DCX Telephone System equipped as follows:		
1	Key Service Unit with Power Supply, Tone Card, CPU and Remote Maintenance	
3	8-Circuit Trunk Cards	
4	16-Circuit Station Cards	
1	80-Button Direct Station Selector	
1	Attendant Display Telephone	
9	Executive Display Telephones-All speakerphones	
27	Multibutton Telephones-All speakerphones	
12	Electronic Single Line Telephones	

The equipment shall be installed at the following location: (Installation Site)

7255 Standard Drive Hanover Maryland 21076  
Street Address City State Zip Code

The total purchase price is \$ 33,552.00. Sales tax where applicable will be added to the total purchase price.

Within 10 days after approval of this Agreement by TSI, Customer has the option to convert this Agreement to a lease by assigning this Agreement to a third party lessor approved by TSI and entering into a lease agreement with such third party lessor.

**Terms of Payment** See GECC Agreement  
A security deposit of 40% (\$ \_\_\_\_\_) must be submitted to TSI along with this agreement. Furthermore, the Customer agrees to pay an additional 60% (\$ \_\_\_\_\_) before the system can be turned on. TSI may elect to bill, and Customer agrees to pay, progress payments for equipment shipped, and installation or labor and services as performed during the applicable billing period, as shown by TSI's invoice.

**Entire Agreement**

This Agreement, including the provisions on the back of this page, constitutes the entire agreement between the parties, and supersedes and replaces all other prior understandings or agreements whether oral or written relating to Equipment. This Agreement may not be changed, modified, or varied except by the specific written and signed approval by authorized representatives of each party. Any Customer Purchase Order or similar document issued relating to the purchase of the Equipment shall be governed only by the terms and conditions of this Agreement which Agreement shall supersede and prevail over the terms and conditions of any such Customer Purchase Order. This Agreement shall not become binding on TSI until approved by TSI management, as provided below.

(Additional Terms and Conditions on Reverse Side)

TSI

By: Eileen M. Caughy

Approved for TSI

By: Joseph M. Privitera

Authorized Signature

Joseph M. Privitera - President

Type Name and Title

10/24/88

Shorrock Electronic Systems, Inc.

Customer

By: R. M. Briscoe

Signature

R. M. BRISCOE, Pres.

Type Name and Title

Date

10/5/88

275418

BOOK 534 PAGE 571

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Maturity Date (Optional)

Debtor and social security or IRS emp. ID number and Address:

Plaza Video  
160 Ritchie Hwy  
Severna Park, MD 21146

Secured Party and Address:

Sencore Inc  
3200 Sencore Dr  
Sioux Falls, SD 57107

This financing statement covers the following types (or items) of property:

SENCORE ELECTRONIC TEST EQUIPMENT

1 VA62  
1 PR57

1 VC63

Describe real estate. (If collateral is crops) The above described crops are growing or are to be grown on, OR  
(If collateral is goods which are or are to become fixtures) The above goods are affixed or to be affixed toEXEMPT FROM STATE RECORDATION TAX. SECURED PARTY IS  
SELLER. CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.  
AFTER FULL PAYMENT HAS BEEN MADE, IT WILL BECOME THE  
PROPERTY OF THE DEBTOR.

Check (X) if covered

☐ Proceeds of collateral are also covered☐ Products of collateral are also covered

Number of additional sheets, if any

Filed with

Plaza Video

By

Signature of Debtor

Donald L. Knight

Sencore Inc

By

Signature of Secured Party

Dwight Deeb 11/17/88

Form: SOS UCC 310 07/80

UCC 1 - SOUTH DAKOTA UNIFORM COMMERCIAL CODE

(1) FILING OFFICER COPY - ALPHABETICAL

Approved by: Secretary of State, State of South Dakota.

RECORD FEE 11.00

#418550 0777 601 709:07

11/25/88

For Filing Officer (Date, Time, Number, and Filing Office)

Assignee of secured party

275419

BOOK 534 PAGE 572

This <b>FINANCING STATEMENT</b> is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) <i>MUNRO, INC AND MUNROE, WALTER JAMES, INDIV 8101 BIRCHMERE HIGHWAY PASADENA, MD 21122</i>	2. Secured Party(ies) and address(es)  GENESIS LEASING CORPORATION P.O. BOX 163 Lansdale, PA. 19446	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 12.00 BALDWIN 2777 RD1 T10415 11/25/88
4. This financing statement covers the following types (or items) of property:  <i>PER ATTACHED Schedule</i>		5. Assignee(s) of Secured Party and Address(es)  Signet Bank P.O. Box 2373 Baltimore, MD 21203 Attn: T0506
<p>"This financing statement is being recorded for notice purposes only, and shall not be deemed to grant the lessee any property interest in the equipment herein described."</p> <p>This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so)</p> <p><input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state.</p> <p><input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:</p> <p>Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:</p> <p>Munro, Inc. &amp; Walter James Munroe, Indiv. <u>Genesis Leasing Corporation</u></p> <p>By: <u><i>Walter James Munroe</i></u> <u><i>Barbara A. Murray</i></u> <u><i>Barbara A. Murray</i></u></p> <p>Signature(s) of Debtor(s) Title Signature(s) of Secured Party(ies) Title</p> <p>(1) Filing Officer (2) Filing Officer (3) Filing Officer</p> <p>123 STANDARD FORM - FORM UCC-1. (For Use in Most States)</p>		

BOOK 534 573

Attached Schedule re: Munao, Inc. &  
Walter James Munroe, Indiv.

'88 Nissan CMA Truck S/N: JNAMA83JGE45764  
w/170 h.p. diesel engine, 5 speed trans.,  
17,860 # GVWR w/Jerr Dan 17' Roll Back  
w/Wheel Lift Wrecker S/N: 20344  
'76 GMC S/N: TCY335B516954 w/Wreckmaster  
Body  
'72 Chevrolet S/N: CKE142B162730 w/Holmes  
220 Wrecker

275-150

BOOK 534 PAGE 574

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

1 Debtor(s) (Last Name First) and Address(es):  
TRANSPARENTI ANTOINETTE  
DECKERT LOUIS  
PARKWAY VILLAGE MHJP  
LAUREL MD 20707

2 Secured Party(ies) Name(s) and Address(es):  
EASTERN HOMES, INC.  
8291 WASHINGTON BLVD.  
JESSUP, MD 20794

3 ☐ The Debtor is a transmitting utility

4 For Filing Officer Date Time No Filing Office

5 This Financing Statement covers the following types (or items) of property:  
1989 KEMBERLY SILVERLAKE 24 X 44  
SERIAL # 0505GA A & B AND INCLUDING ALL FURNITURE, FIXTURES,  
APPLIANCES AND APPURTENANCES THEREIN AND THERETO;  
INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S  
INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT

6 Assignee(s) of Secured Party and Address(es):  
GREEN TREE ACCEPTANCE INC.  
2200 OPITZ BOULEVARD SUITE 245  
WOODBIDGE, VA 22194

☒ Products of the Collateral are also covered

8 Describe Real Estate Here

☐ This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

☐ The described crops are growing or to be grown on \*

☐ The described goods are or are to be affixed to \*

☐ The lumber to be cut or minerals or the like (including oil and gas) is on \*

\*(Describe Real Estate in Item 8.)

No. & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):  
☐ which is proceeds of the original Collateral described above in which a security interest was perfected, or  
☐ acquired after a change of name, identity or corporate structure of the Debtor, or  
☐ as to which the filing has lapsed, or  
☐ already subject to a security interest in another jurisdiction  
☐ when the Collateral was brought into this State, or ☐ when the Debtor's location was changed to this State.

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
☐ Consignee(s) and Consignor(s), or  
☐ Lessee(s) and Lessor(s)

By Transparenti Antoinette Deckert Louis  
Signature(s) of Debtor(s)

By Anna Molly See  
Signature(s) of Secured Party(ies)  
(Required only if Item 10 is checked.)

(3/83) (1) Filing Officer Copy — Numerical  
STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania



BOOK 534 PAGE 575

This Continuation, etc., Statement is Presented to a Filing Officer for Filing Pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented (If Any)	3. Maturity Date (if any)
1. Debtor(s) (Last Name First) and Address(es) Enterprise Leasing Company 5507-C Ritchie Hwy Baltimore, Maryland 21225	2. Secured Party(ies) and Address(es) General Motors Acceptance Corp. 721 Emerson Road, Suite 575 Creve Coeur, Missouri 63141		
This statement refers to original Financing Statement No. 71274, Book 522, Page 60 Date Filed 01/12 19 88		RECORD FEE 10.00 4419350-0777 MOI 111402 11/25/88 POSTAGE CK .50 For Filing Officer (Date, Time, Number, and Filing Office)	
<p>4. <input type="checkbox"/> Continuation - The original Financing Statement bearing file number shown above, is still effective.</p> <p>5. <input type="checkbox"/> Termination - Secured party no longer claims a security interest under the Financing Statement bearing file number shown above.</p> <p>6. <input type="checkbox"/> Assignment - The secured party's right under the Financing Statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9.</p> <p>7. <input checked="" type="checkbox"/> Amendment - Financing Statement bearing file number shown above is amended as set forth in Item 9.</p> <p>8. <input type="checkbox"/> Release - Secured party releases only the collateral described in Item 9 from the Financing Statement bearing file number shown above.</p> <p>9. change address of debtor to: 502 Crain Highway Glen Burnie, Maryland 21061 CHANGE NAME OF DEBTOR TO: Enterprise Leasing Company of Baltimore</p>			
Enterprise Leasing Company OF BALTIMORE		General Motors Acceptance Corp.	
By: <u>Hanan Chkany</u> V.P.		By: <u>[Signature]</u> Ass't Sec.	
SIGNATURE(S) OF DEBTOR(S) (NECESSARY ONLY IF ITEM 7 IS APPLICABLE)		SIGNATURE(S) OF SECURED PARTY(IES) OF RECORD	
(1) FILING OFFICER COPY - ALPHABETICAL GMAC UCC-3 10/85			

275151

BOOK 534 576

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3 Maturity date (if any): ----

1 Debtor(s) (Last Name First) and address(es)  
Enterprise Leasing Company of  
Baltimore  
823 West Street  
Annapolis, Maryland 21401

2 Secured Party(ies) and address(es)  
General Motors Acceptance Corp.  
721 Emerson Road, Suite 575  
Creve Coeur, Missouri 63141

For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:

Motor vehicles, trailers and semi-trailers, campers, camper bodies and camper equipment and accessories; and replacement parts for any of these; and general intangibles, contract rights, chattel paper, accounts and assignments of accounts including, but not limited to, those arising out of the sale or lease thereof, including rents receivable under leases and rental agreements.

RECORD FEE 11.00  
POSTAGE .50  
#19870 0777 001 71102

ASSIGNEE OF SECURED PARTY

Name

Address

11.50  
NOT SUBJECT TO TAX

Check ☒ if covered:

☒ Proceeds are also covered

☐ Products of Collateral are also covered

No. of additional Sheets presented:

Enterprise Leasing Company of Baltimore

By Steven C. Gray V.P.  
Signature(s) of Debtor(s)

General Motors Acceptance Corp.

By [Signature] Ass't Sec.  
Signature(s) of Secured Party(ies)

FILING OFFICER COPY — ALPHABETICAL

GMAC UCC-1 10/85

275452

BOOK 534 PAGE 577

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional  
Sheets Presented

11/15/88

3 ☐ The Debtor is a transmitting utility

1. Debtor(s) (Last Name First) and Address(es):  
Omega Disposal, Inc.  
344 Marley Neck Road  
Glen Burnie, MD 21061

2. Secured Party(ies) Name(s) and Address(es):  
COPELCO LEASING CORPORATION  
ONE MEDIQ PLAZA  
PENNSAUKEN, NEW JERSEY 08110

4. For Filing Officer: Date, Time, No. Filing Office

5. This Financing Statement covers the following types (or items) of property:

Vendor: C.A.G. Corporation  
(2) 40 cubic yard refuse containers  
(3) 20 cubic yard refuse containers  
Eqpt. Location: 207 Chinaquapin Round Road  
Annapolis, MD 21401

☒ Products of the Collateral are also covered LEASE NO. 0-10160-0

8. Describe Real Estate Here:

☐ This statement is to be indexed in the Real Estate Records

The seller(secured party)is taking a security interest in the listed equipment. This is a conditional sale contract and is not subject to recordation tax.

No. &amp; Street

Town or City

County

Section

Block

Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)

- ☐ which is proceeds of the original Collateral described above in which a security interest was perfected, or  
☐ acquired after a change of name, identity or corporate structure of the Debtor, or  
☐ as to which the filing has lapsed, or  
already subject to a security interest in another jurisdiction:  
☐ when the Collateral was brought into this state, or ☐ when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean

- ☐ Consignee(s) and Consignor(s), or  
☒ Lessee(s) and Lessor(s)

Omega Disposal, Inc. 11.00

By Roger Weaver  
Roger Weaver, President

By Doris A. Erdman  
COPELCO LEASING CORPORATION  
DORIS A. ERDMAN, Asst. Secty.

(5/83)

STANDARD FORM—FORM UCC-1—Approved by The Secretary of The Commonwealth of Pennsylvania

(1) FILING OFFICER COPY - NUMERICAL

275153

534 578

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Distribution Services Associates Limited Partnership 4235 Sheriff Road, NE Washington, DC 20019	2. Secured Party(ies) and address(es) The Riggs National Bank of Washington, DC 808 17th Street, NW Washington, DC 20006	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 4420240 CTT7 REG 11:11:40 11/25/99 d
4. This financing statement covers the following types (or items) of property:  1989 Volvo 765TGA Station Wagon S/N: YV1FA8750K2177379   INVENTORY-NOT SUBJECT TO RECORDATION TAX		5. Assignee(s) of Secured Party and Address(es)
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.		Filed with: Anne Arundel County, Maryland
Check <input checked="" type="checkbox"/> if covered. <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented		
By: <u>Harold Munter</u> Signature(s) of Debtor(s) Harold Munter, Managing General Partner		By: <u>Maura A. McKenna</u> Signature(s) of Secured Party(ies) Maura A. McKenna, Vice President
(1) Filing Officer Copy - Alphabetical		STANDARD FORM - FORM UCC-1, -

275451

531 579

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. ~~XXXXXX~~ (Last Name First) and address(es)  
SECURED PARTY  
RICHLUND & ASSOCIATES, INC.  
#19 CENTRE POINTE DRIVE  
ST. CHARLES, MO 63303

2. ~~XXXXXXXXXX~~ and address(es)  
DEBTOR  
JOHN A. CAMPBELL DBA JOHN A.  
CAMPBELL LAND SURVEYOR  
914 JOHN'S CIRCLE  
DEALE, MD 20751

For Filing Officer (Date, Time, Number,  
and Filing Office)

4. This financing statement covers the following types (or items) of property:

1 - DT 5A THEODOLITE S/N 76205

1 - RED MINI II S/N 007113

5. Assignee(s) of Secured Party and  
Address(es)

MERCANTILE BANK OF ALTON, N.A.  
THIRD & BELLE STREET  
ALTON, IL 62002

PRINCIPAL AMOUNT OF LEASE \$7685.00  
RECORDATION TAX PAID TO ANNE ARUNDEL COUNTY \$53.80

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

Filed with:

☐ already subject to a security interest in another jurisdiction when it was brought into this state.☐ which is proceeds of the original collateral described above in which a security interest was perfected.Check ☒ if covered. ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented

JOHN A. CAMPBELL DBA JOHN A. CAMPBELL LAND  
SURVEYOR

RICHLUND &amp; ASSOCIATES, INC.

By:

Signature(s) of Debtor(s)

By:

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.



## STATE OF MARYLAND

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 275455

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐This financing statement Dated November 22, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Kevin Michael WhitmoreAddress 244 St. Antons Way, Arnold, MD 21012

## 2. SECURED PARTY

Name Allstate Financial CorporationAddress 2700 South Quincy Street, Suite 540, Arlington, VA 22206

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) December 16, 19884. This financing statement covers the following types (or items) of property: (list)  
Furniture, fixtures, appliances, television sets, video cassette recorders,  
Stereo equip, books, jewelry, clothing and firearms.RECORD FEE 11.00  
POSTAGE .50  
M244320 C040 R04 T11:44  
11/25/88  
A7896CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

1150

Kevin M. Whitmore  
(Signature of Debtor)Kevin Michael Whitmore  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Eladio Ortiz  
(Signature of Secured Party)

Eladio Ortiz, First Vice President

Type or Print Above Signature on Above Line

## STATE OF MARYLAND

275456

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated April 29, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Comm-Tronics, Inc.

Address 120 Roesler Road Glen Burnie, Maryland 21061

Anne Arundel County

## 2. SECURED PARTY

Name Motorola, Inc.

Address 1301 E. Algonquin Road

Schaumburg, IL 60196

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

## 4. This financing statement covers the following types (or items) of property: (list)

Motorola Radius units

RECORD FEE 11.00  
POSTAGE .50  
#244390 C040 R04 112101  
11/25/88

All present and future Motorola Radius products together with all present and future attachments, accessories, replacement parts, repairs, and all proceeds thereof.

Not subject to Maryland Recordation tax - inventory

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Comm-Tronics, Inc.

Jacqueline F. Laskey  
(Signature of Debtor)

Jacqueline F. Laskey, President  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

11-50

275457

BOOK 534 PAGE 582

## FINANCING STATEMENT-UCC-1

Ford Motor Credit Company 

This FINANCING STATEMENT is presented to a filing officer pursuant to the Uniform Commercial Code.

3. Maturity Date (if any):

1. Debtor(s) (Last Name First) and Address(es)

Hopkins Stephan D,  
444 Bayard Road  
Sethon, Md.

2. Secured Party(ies) and Address(es)

Assigned To  
Ford Motor Credit Co.  
P.O. Box 637  
Mechanicsville, VA. 23111

For Filing Officer (Date, Time, Number and Filing Office)

RECORD FEE 11.00  
#244450 C040 R04 T12108  
11/25/88

4. This financing statement covers the following types (or items) of collateral:

1984- New Holland TR 85 Combain # 401618

1985- New Holland model 972 Comb # 463676  
(Flex Head)

(Farmer)

Check ☒ if covered: ☐ Proceeds of Collateral ☐ Products of Collateral covered

Number of additional sheets presented:

Filed with:

This instrument prepared by:

STEPHAN D. HOPKINS (Debtor)

J. DAVID MULLIN, &amp; Sons, Inc. (Secured Party)

By: Stephan D. Hopkins  
Signature(s) of Debtor(s)By: J. David Mullin - Pres.  
Signature(s) of Secured Party(ies)FMCC  
JUL 70 7098

Previous editions may be used.

FILING OFFICER COPY - ALPHABETICAL

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275458

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Reds Dove, Inc.  
Address 2729 Solomons Road  
Edgewater, Maryland 21037

2. SECURED PARTY

Name Caterpillar Financial  
Services Corporation  
Address 10630 Little Patuxent Parkway  
Suite 304  
Columbia, Maryland 21044

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One Caterpillar D8L Track Type Tractor S/N 53Y00747

And, substitutions, replacements, additions, and accessions thereto, now owned or hereafter acquired, and proceeds thereof.

Secured party is seller of equipment.

Name and address of Assignee

Cross Collateral/Cross Default to:

One Caterpillar D4H Track Type Tractor S/N 45V62826  
One Caterpillar 12G Motor Grader S/N 61M11894  
One Caterpillar D6H Track Type Tractor S/N 4RC01105  
One Caterpillar 963 Track Type Loader S/N 21Z01848

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Reds Dove, Inc.

(Signature of Debtor)

Title:

Type or Print Above Name on Above Line

James O. Steinberg, President

(Signature of Debtor)

Type or Print Above Signature on Above Line

#20457  
Caterpillar Financial Services Corporation

(Signature of Secured Party)

Nancy F. Sweet, Senior Documents Analyst

Type or Print Above Signature on Above Line

RECORD FEE 11.00  
POSTAGE .50  
#244470 C040 R04 11/21/11  
11/25/88

275453

BOOK 534 PAGE 584

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT  
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) Gertz, Allen H. 1213 St. Stevens Church Road Crownsville, Md. 21032	2. Secured Party(ies) and Address(es) Ceresville Ford New Holland Inc. P.O.Box A Frederick, Md. 21701
---	--

For Filing Officer (Date, Time, Number and Filing Office)

## 3. This Financing Statement covers the following types (or items) of personal property:

Used NH 316 Baler Serial 671685	New Diller Bale Body Serial 358
Used NH 70 Thrower Serial 667376	
New Diller Bale Body Serial 357	

Check if covered: ☐ Proceeds of collateral covered ☐ Products of collateral covered4. This transaction is arising from the following type:  
Farmer

Filed with: Anne Arundel

Allen H. Gertz  
Allen H. (SIGNATURE OF DEBTOR)  
  
(SIGNATURE OF DEBTOR)

Ceresville Ford New Holland Inc.

(NAME OF SECURED PARTY)

BY: Robert D. Dinsmore, President  
Robert D. Dinsmore

FMCC 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED

PRINTED IN U.S.A.

## Assignee:

Ford Motor Credit Co.  
1133 Old Hickory Drive  
Mechanicsville, Va. 23111

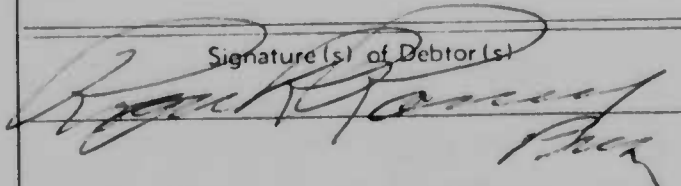
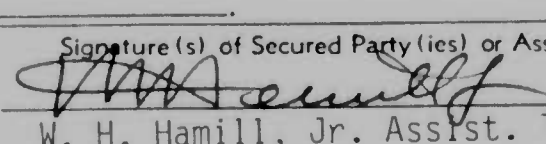
RECORD FEE 10.00  
POSTAGE .50  
RD4500 C040 R04 T12:14  
11/23/05

1050



275460

BOOK 534 PAGE 585

Check if applicable <input type="checkbox"/> TO BE RECORDED IN THE LAND RECORDS	
This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code	
Maturity date (if any):	
1. Debtor(s) Name (Last Name First) Berlitz Marine	2. Debtor(s) Complete Address(es) 5910 Vacation Lane Deale, MD 20751
3. & 4. Secured Party (ies) and Complete Address(es) GENERAL MOTORS ACCEPTANCE CORPORATION 7310 Ritchie Highway Glen Burnie, MD 21061	5. & 6. Assignee(s) of Secured Party (ies) and Complete Address(es)
7. This financing statement covers the following types (or items) of property: (Describe)  Marine Travelift Boat Hoist model 25 BFM serial number 2212-388	
8a. ( ) Proceeds are also covered. 8b. ( ) Products of collateral are also covered. No. of additional sheets presented. ( )	
Filed with Circuit Court Clerk of Clerk of The Circuit Court, AA County; Other _____	
9. Transaction is ( ), is not ( ), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ 438.00 61,000.00 x 7.00 = \$ 427.00 + 11.00	
10. This statement to be returned after recordation to Secured Party, shown above or to _____	
Signature(s) of Debtor(s)  Berlitz Marine	Signature(s) of Secured Party (ies) or Assignee(s)  W. H. Hamill, Jr. Assist. Treas. General Motors Acceptance Corp.
FILING OFFICER COPY	
Type or Print Names Clearly Below Signature.	
GMAC UCC1 Md. 4-74	

NOT FOR PUBLICATION

RECORD TAX

20.00

#335100 0055 R02 T10:45

11/28/88

RECORD TAX

11.00

RECORD TAX

407.00

#244460 0040 R04 T12:05

11/25/88

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275461

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NOT SUBJECT TO RECORDATION TAX

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~XXXXXX~~ LESSEE

Name Chemetals Incorporated  
Address 711 Pittman Road  
Baltimore, MD 21226

2. ~~XXXXXXXXXXXX~~ LESSOR

Name Caterpillar Financial  
Services Corporation  
Address 10630 Little Patuxent Parkway  
Suite 304  
Columbia, Maryland 21044

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One New Caterpillar T100D Lift Truck S/N 5MB01218

equipped with Cascade 100D-RR-24C Clamp S/N 000682702P0001  
And, substitutions, replacements, additions, and  
accessions thereto, now owned or hereafter acquired,  
and proceeds thereof.

This is a precautionary filing and is not to be  
deemed as an admission by any party that the lease  
agreement is other than a true lease.  
Equipment lease does not create a security interest.

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)  
Chemetals Incorporated

SIGNATURE

Michael A. DeBettencourt  
(Signature of ~~XXXXXX~~ LESSEE)

Michael A. DeBettencourt, VP Finance  
Type or Print Above Name on Above Line

MICHAEL A. DEBETTENCOURT, VP FINANCE  
(Signature of ~~XXXXXX~~ LESSEE)

Type or Print Above Signature on Above Line

Caterpillar Financial Services Corporation

Nancy Sweet SDA  
(Signature of ~~XXXXXX~~ LESSOR)

Nancy Sweet, Senior Document Analyst  
Type or Print Above Signature on Above Line

RECORD FEE 11.00  
POSTAGE .50  
#244530 0040 R04 112:17  
11/25/86

534 586

17-43

1/8

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275462

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$                       
NOT SUBJECT TO RECORDATION TAX

If this statement is to be recorded in land records check here. ☐

This financing statement Dated                      is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Reds Dove, Inc.  
Address 2729 Solomons Road  
Edgewater, Maryland 21037

2. SECURED PARTY

Name Caterpillar Financial  
Services Corporation  
Address 10630 Little Patuxent Parkway  
Suite 304  
Columbia, Maryland 21044

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)                     

4. This financing statement covers the following types (or items) of property: (list)

One New Caterpillar 963 Track Type Loader  
S/N 21Z01848

And, substitutions, replacements, additions, and accessions thereto, now owned or hereafter acquired, and proceeds thereof.

Secured party is seller of equipment.

Cross Collateral/Cross Default to:

One Caterpillar D4H Track Type Tractor S/N 45V62826  
One Caterpillar 12G Motor Grader S/N 61M11894  
One Caterpillar D6H Track Type Tractor S/N 4RC01105  
One Caterpillar D8L Track Type Tractor S/N 53Y00747

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are, affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00  
POSTAGE .50  
#244540 0040 004 11/25/88

SIGNATURE

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Reds Dove, Inc.

(Signature of Debtor)

James O. Steinberg Title:  
Type or Print Above Name on Above Line

James O. Steinberg, President  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Caterpillar Financial Services Corporation

(Signature of Secured Party)

Nancy E. Sweet, Senior Documents Analyst

Type or Print Above Signature on Above Line

11/5

275463

BOOK 534 PAGE 588

## STATE OF MARYLAND

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR #6561

Name The Gardiner Group, Inc. T/A General Business ServicesAddress 8 Crain Highway N. Glen Burnie, Maryland 21061

## 2. SECURED PARTY

Name Diversified Leasing, Inc.Address 133 Defense Highway #207 Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above \_\_\_\_\_

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

One (1) Compaq 386S w/ 20 MEG hard drive,  
 One (1) VGA monochrome monitor,  
 One (1) Epson LQ 1050 Printer, DOS 3.3, Word  
 Perfect 50, Lotus 1-2-3,  
 One (1) Supplies package.

Name and address of Assignee

RECORD FEE 12.00

POSTAGE .50

MD44530 C040 R04 F1019

11/25/08

EQUIPMENT IS LEASED. FILING FOR NOTIFICATION ONLY.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☒ (Products of collateral are also covered)[Signature]

(Signature of Debtor)

Mr. Scott Gardiner, Pres

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Ellen T. Collins, Corp Secy

(Signature of Secured Party)

Ellen T. Collins, Corp Secy

Type or Print Above Signature on Above Line

12.50

275464  
BOOK 534 PAGE 589

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-  
tion tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded  
in land records check here ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR #6564

Name First Annapolis Savings Bank, FSB

Address 2024 West St., Annapolis, MD 21401

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Hwy., #207,

Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Sixteen (16) Konica 1290 Copiers  
Fifteen (15) Stands (1290)  
Seven (7) Konica 1503 Copiers  
Seven (7) Stands (1503)

RECORD FEE 11.00  
POSTAGE .50  
#244560 CO-40 R04 T12+19  
11/25/88

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

(Signature of Debtor)

A.J. Eisenbraun  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

L.L. Summers  
Type or Print Above Signature on Above Line



275465

534 590

## FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐This financing statement Dated 11-17-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR - LESSOR

A True Lessor Not  
Intended As SecurityName Hunan Restaurant - Wang, JamesAddress 904 Ritchie Highway Severna Park, Md. 21225

2. SECURED PARTY - LESSOR

Name Interstate Equipment Sales Corp.Address 2903 Grindon Avenue Baltimore, Md. 21214

Return To: P.O. Box 204, Baltimore, Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1-Ice-O-Matic Model # C40 HAP Icemaker

1-Storage Bin B 40 P

CHECK ☒ THE LINES WHICH APPLY6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Hunan Restaurant

(Corporate or Trade Name)

(Signature of Debtor)

James Wang

Type or Print Signature

(Signature of Debtor)

Type or Print Signature

Interstate Equipment Sales Corp.

(Signature of Secured Party)

Wayne J. Scott

Type or Print Above Signature on Above Line

RECORD FEE  
POSTAGE12.00  
.50

#244660 C040 R04 TL2:47

11/25/88

12.50

275466

BOOK 534 PAGE 591

FINANCING STATEMENT

Amount of debt secured - \$25,000.00

Financing Statement Date : November 4 , 1988 is presented to a  
filing officer for filing pursuant to the Uniform Commercial  
Code.

DEBTOR:

NAME: Gary Raszewski  
ADDRESS: 955 Cloverfield Drive  
Stevensville, Maryland 21666

NAME: Robin Raszewski  
ADDRESS: 955 Cloverfield Drive  
Stevensville, Maryland 21666

NAME: Raz, Inc.  
ADDRESS: 955 Cloverfield Drive  
Stevensville, Maryland 21666

RECORD FEE 15.00  
POSTAGE .50  
#244720 COM R04 112156  
11/25/88

SECURED PARTY:

NAME: Ronald Barnhart  
ADDRESS: 2178 Lake Drive  
Pasadena, Maryland 21122

NAME OF THE PERSON TO WHOM THE STATEMENT IS TO BE RETURNED IF  
DIFFERENT FROM ABOVE:

15.50

NAME: Robert C. Turner  
 ADDRESS: 34 Market Place, Suite 325  
 Baltimore, Maryland 21202

Maturity date of the obligation (if any) November 4, 1991.

This financing statement covers the following types (or items) of property:

All equipment, fixtures, chattels and goods located at 1653 Marley Avenue, Glen Burnie, Maryland 21061, including but not limited to, the items in the attached "equipment list".

The goodwill and tradename of the business presently conducted on the premises of 1653 Marley Avenue, Glen Burnie, Maryland 21061 known as " DRIFTWOOD INN ".

All transferable licenses and permits connected with the business conducted on the premises of 1653 Marley Avenue, Glen Burnie, Maryland 21061 known as " DRIFTWOOD INN ".

Check if applicable:

- ☐ Collateral is crops.
- ☒ Collateral is goods which are to become fixtures.
- ☒ Proceeds of collateral are covered.
- ☒ Products of collateral are covered.

SIGNATURES:

DEBTOR:

CREDITOR:

Gary G. Raszewski  
GARY PASZEWSKI

Ronald Barnhart  
RONALD BARNHART

Robin Raszewski  
ROBIN RASZEWSKI

"RAZ, INC."

By: Gary G. Raszewski

AA Co.  
**FINANCING STATEMENT**

275467

534 594  
☐ Not subject to recordation tax  
☒ Subject to recordation tax on  
principal amount of \$4,000.00....

1. Name of Debtor(s): Stoney Creek Hardware, Inc.  
Address: 8043-49 Ft. Smallwood Road  
Baltimore, MD 21226

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: Metro Plaza One, 8401 Colesville Road  
Silver Spring, Maryland 20910  
MD-B-34-2

3. This Financing Statement covers the following types (or items) of property:  
Equipment. All of the Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) including, but not limited to, that which is described in any separate schedule attached hereto or at any time delivered by the Debtor to the Bank, and all proceeds thereof in any form whatsoever.

Inventory. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located including, without limitation, raw materials, work in process or finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions thereof and additions thereto and all proceeds and products thereof in any form whatsoever.

Accounts. All of the Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of, the foregoing in any form whatsoever. Furniture, Fixtures and Leasehold Improvements.

4. Check the statements which apply, if any, and supply the information indicated: All of the Furniture, Fixtures and Leasehold Improvements of the Debtor, of every type and description, wherever located, including all present and future replacements, substitutions, additions, attachments and accessions, and the proceeds and products thereof in any form whatsoever.

☐ (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00  
RECORD TAX 20.00  
POSTAGE .50  
#244730 0040 R04 11/25/99  
11/25/99

☒ Proceeds of the collateral are also covered.  
☒ Products of the collateral are also covered.

Stoney Creek Hardware, Inc.

Debtor(s):  
By: Glenn H. Goins  
Glenn H. Goins, President/Treasurer

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND

By: David E. Klein  
David E. Klein, Asst. Vice-President  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)



## STATE OF MARYLAND

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 275168

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

CONTRACT # 29820 - 816225

## 1. DEBTOR

Name BELCON, INC.Address 1401 ROSSBACK ROAD, GAMBRILLS, MD 21054

## 2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.Address 15410 CHRYSLER DRIVEUPPER MARLBORO, MD 20772

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 KUBOTA L2550 TRACTOR, SERIAL #80068

1 KUBOTA BF400 LOADER, SERIAL #16474

Name and address of Assignee

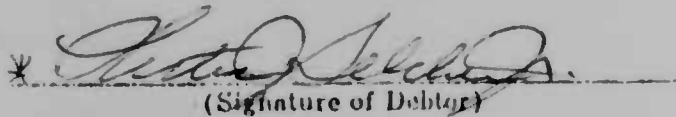
KUBOTA CREDIT CORPORATION

P.O. Box 105598

Atlanta, GA 30348-5598

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"

CHECK [ ] THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)\*   
(Signature of Debtor)LESTER J. BELCHER, JR.  
Type or Print Above Name on Above Line

(Signature of Debtor)

  
(Signature of Secured Party)LARRY E. GROFF

RECORD FEE

11.00

POSTAGE

.50

#244760 0040 R04 013/01

11/25/07

TW

275163

## MARYLAND FINANCING STATEMENT

534 596

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Charles E. Marker T/A Marker System  
 (Name or Names)  
P.O. Box 309 Severna Park, MD 21146  
 (Address)  
 LESSEE NFSL 3075  
 (Name or Names)  
 (Address)
2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234
3. ASSIGNEE (if any) Northfield Federal Savings  
 of LESSOR (Name or Names)  
1844 E. Joppa Road Baltimore, Maryland 21234  
 (Address)

4. This financing Statement covers the following types (or items) of property:

One- Wyse 3216-01 Computer System w/80Mb Hard Disk, 60Mb Tape Back-up, Monitor, Keyboard, 1200 BAud Modem, SCO Xenix Operating System, Uniplex II, & Office Automation Software 12.00  
 One- Additional Wyse 50 Terminal .50  
 One- HP Laserjet II Plus Printer  
 1250  
 TW  
 11/25/88

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
 Products of Collateral are also covered Yes ( ) No (xx)

LESSEE

LESSOR

Charles E. Marker T/A Marker System

CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Charles E. Marker  
 (Title)  
 Charles E. Marker  
 (Type or print name of person signing)

By: Brian G. Connelly Manager  
 (Title)  
 Brian G. Connelly  
 (Type or print name of person signing)

By: \_\_\_\_\_  
 (Title)

Return to:

(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
 8767 SATYR HILL ROAD  
 BALTIMORE, MD 21234

275470

534

597

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es)

SPACEWAYS SOUND, INC.  
2012 WEST STREET  
ANNAPOLIS, MD 21401

2. Secured Party(ies) and address(es)

**PHILIPS CONSUMER  
ELECTRONICS COMPANY**  
Interstate 40 & Straw Plains Pike  
P. O. Box 14810  
Knoxville, TN 37914-1810

3. Maturity date (if any):  
For Filing Officer (Date, Time, Number,  
and Filing Office)

RECORD FEE 11.00  
POSTAGE .50  
#244770 C040 R04 F15:01  
11/25/88  
TW

4. This financing statement covers the following types (or items) of property:

**Inventory:** All present and future goods which are described in the Invoices of Secured Party and / or in the possession, custody or control of Debtor, and which are manufactured, sold or distributed by Secured Party, or which bear its trademarks, including but not limited to "Magnavox," "Philco," "Philips," "Sylvania," or other identification or trademark of Secured Party including but not limited to: televisions; stereos; phonographs; radios; audio and video tape recorders and equipment; video disc players; computers; consumer home electronic goods; and all combinations and components thereof; all parts and accessories thereof, and all replacements, substitutions and additions thereto whenever acquired and Proceeds: Whatever is received when inventory or Proceeds are sold, exchanged, collected, or otherwise disposed of including but not limited to cash, instruments, insurance proceeds, accounts, contract rights, chattel paper, and equipment.

**\*NOT SUBJECT TO RECORDATION TAX.\***

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)  
☐ already subject to a security interest in another jurisdiction when it was brought into this state.  
☐ which is proceeds of the original collateral described above in which a security interest was perfected.

Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented

Filed with: CLERK OF CIRCUIT COURT

SPACEWAYS SOUND, INC.

DONALD SCHLOSS (PRESIDENT)

By: Donald Schloss  
Signature(s) of Debtor(s)

PHILIPS CONSUMER ELECTRONICS COMPANY

ALAN LEIPZIGER (NATIONAL CREDIT MANAGER)

By: Alan Leipziger  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Alphabetical

STANDARD FORM - FORM UCC-1.

275471

Anne Arundel Co.  
1-587S-C-02-06237-0

## STATE OF MARYLAND

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/AIf this statement is to be recorded in land records check here. ☐

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name The Wexford Construction Corp.Address P.O. Box 29 Pasadena, MD 21122

## 2. SECURED PARTY

Name State Equipment, Division of Secorp National, Inc.Address 1400 Joh Avenue Baltimore, MD 21227

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

## ASSIGNEE OF THE SECURED PARTY:

First Interstate Credit Alliance, Inc.  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK ☒ THE LINES WHICH APPLY

- 1700 5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- 1250 ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

The Wexford Construction Corp.

(Signature of Debtor)

John E. Harms, III

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

State Equipment, Division of Secorp National, Inc.

(Signature of Secured Party)

Glen S. Conklin, Secy

Type or Print Above Signature on Above Line

RECORD FEE 17.00  
POSTAGE .50  
#244900 C040 R04 T15:22  
11/25/00



FIRST INTERSTATE CREDIT ALLIANCE, INC.

State Equipment, Division  
TO: of Secorp National, Inc.  
1400 Joh Ave. Baltimore, MD 21227  
(Address of Seller)

CONDITIONAL SALE CONTRACT NOTE  
FROM: The Wexford Construction Corp.  
P.O. Box 29 Pasadena, MD 21122  
(Address of Buyer)

BOOK 534 PAGE 599

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks):  
One (1) New Dresser Model A500E Grader, S/N 100423  
\*except that there shall be no payments made during the months of January and February and the years of 1989, 1990, 1991, 1992 and 1993.

(1) TIME SALES PRICE ..... \$ 117,078.00  
(2) Less DOWN PAYMENT In Cash ..... \$ 8,820.00  
(3) Less DOWN PAYMENT IN GOODS  
\*(Trade-In Allowance) ..... \$ -0-  
(4) CONTRACT PRICE (Time Balance) ..... \$ 108,258.00  
Record Owner of Real Estate:

\*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:  
Pasadena Anne Arundel Maryland  
(Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred eight thousand two hundred fifty eight and 00/100 Dollars (\$ 108,258.00) being the above indicated Contract Price (hereinafter called the "time balance") in 50 ~~months~~ monthly installments, commencing on the 17th day of December, 19 88 and continuing on the same date each month thereafter until paid; the first 49 installments each being in the amount of \$ 2,165.16 and the final installment being in the amount of \$ 2,165.16 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: November 15, 19 88 BUYER(S)-MAKER(S):  
Accepted: State Equipment, Division (SEAL) The Wexford Construction Corp. (SEAL)  
of Secorp National, Inc. (Print Name of Seller Here) (Print Name of Buyer-Maker Here)  
By: [Signature] By: [Signature]  
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)  
(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by \_\_\_\_\_



**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT:** THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

(L.S.)

(L.S.)

(Guarantor-Endorser)

(Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_(SEAL)  
(Corporate, Partnership or Trade Name or Individual Signature)

Signature  
of  
Seller

(Witness)

By:

(Signature: Title of Officer, "Partner" or "Proprietor")

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated November 15, 1988, between State Equipment, Division of Secorp National, Inc. as Seller/Lessor/Mortgagee and The Wexford Construction Corp. P.O. Box 29 Pasadena, MD 21123 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract, and (2) the unpaid balance of the contract assigned hereby is \$ 108,258.00.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 15th day of November, 19 88

State Equipment, Division of Secorp National, Inc. (Seal)

(Seller/Lessor/Mortgagee)

By: Ry Neal Saka Mgr

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICA-L-5A

275471

Anne Arundel Co.  
1-587S-C-02-06237-0

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
tion tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded  
in land records check here. ☐

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name The Wexford Construction Corp.  
Address P.O. Box 29 Pasadena, MD 21122

2. SECURED PARTY

Name State Equipment, Division of Secorp National, Inc.  
Address 1400 Joh Avenue Baltimore, MD 21227

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in  
attached entire Agreement &/or in any Schedule prepared in  
connection therewith. This UCC form together with the attached  
Security Agreement &/or Schedule are being submitted for filing  
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:  
First Interstate Credit Alliance, Inc.  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK ☒ THE LINES WHICH APPLY

- 1700 6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real  
estate)  
150  
1750 ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to  
be affixed to: (describe real estate)

RECORD FEE 17.00  
POSTAGE .50  
#244900 C040 R04 T15+32  
11/25/88

- ☒ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)

The Wexford Construction Corp.

John E. Harms, III  
(Signature of Debtor)

John E. Harms, III  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

State Equipment, Division of Secorp  
National, Inc.

Glen S. Conklin  
(Signature of Secured Party)

Glen S. Conklin  
Type or Print Above Signature on Above Line

Glen S. Conklin Sec/Tres



FIRST INTERSTATE CREDIT ALLIANCE, INC.

State Equipment, Division **CONDITIONAL SALE CONTRACT NOTE** BOOK **534** PAGE **599**  
 TO: of Secorp National, Inc. FROM: The Wexford Construction Corp.  
 ("Seller") ("Buyer")  
 1400 Joh Ave. Baltimore, MD 21227 P.O. Box 29 Pasadena, MD 21122  
 (Address of Seller) (Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks):	(1) TIME SALES PRICE .....	\$ 117,078.00
One (1) New Dresser Model A500E Grader, S/N 100423	(2) Less DOWN PAYMENT in Cash .....	\$ 8,820.00
*except that there shall be no payments made during the months of January and February and the years of 1989, 1990, 1991, 1992 and 1993.	(3) Less DOWN PAYMENT IN GOODS *(Trade-in Allowance) .....	\$ -0-
	(4) CONTRACT PRICE (Time Balance) .....	\$ 108,258.00
	Record Owner of Real Estate:	

\*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:  
 Pasadena Anne Arundel Maryland  
 (Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of **One hundred eight thousand two hundred fifty eight and 00/100** Dollars (\$ **108,258.00**) being the above indicated Contract Price (hereinafter called the "time balance") in **50** ~~months~~ monthly installments, commencing on the **17th** day of **December**, 19 **88** and continuing on the same date each month thereafter until paid; the first **49** installments each being in the amount of \$ **2,165.16** and the final installment being in the amount of \$ **2,165.16** with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of **0** % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: **November 15, 19 88** BUYER(S)-MAKER(S):  
 Accepted: **State Equipment, Division** (SEAL) **The Wexford Construction Corp.** (SEAL)  
 of Secorp National, Inc. (Print Name of Seller Here) (Print Name of Buyer-Maker Here)  
 By: *[Signature]* By: *[Signature]*  
 (Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)  
 (Witness as to Buyer's and Co-Maker's Signature) By: \_\_\_\_\_

This instrument prepared by \_\_\_\_\_

# TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED, BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT:** THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

(Guarantor-Endorser)

(L.S.)

(Guarantor-Endorser)

(L.S.)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller expressly waives the benefits of any present or future protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property; and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: \_\_\_\_\_, 19\_\_\_\_

(Corporate, Partnership or Trade Name or Individual Signature)

(SEAL)

Signature  
of  
Seller

(Witness)

By:

(Signature: Title of Officer, "Partner" or "Proprietor")



ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated November 15, 1988

between State Equipment, Division of Secorp National, Inc. as Seller/Lessor/Mortgagee  
and The Wexford Construction Corp. P.O. Box 29 Pasadena, MD 21123  
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract, and (2) the unpaid balance of the contract assigned hereby is \$ 108,258.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 15th day of November, 19 88

**State Equipment, Division of Secorp National, Inc.** (Seal)

By: Ry Neal Saka Mge  
(Seller/Lessor/Mortgagee)

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

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**END  
LIBER**